

**5.2.1 Number of placement of outgoing students during the year 2022 - 2023**

Sr. No.	Academic Year	Name of Student Placed & Contact Details	Programme Graduated from (B.E.)	Name of the Employer with Contact Details	Pay Package at time of Appointment (INR LPA)	Indexing / Page No.
1	2022 - 2023	SHETTY SHRUTI VISHWANATH crce.8841.cs@gmail.com	B.E. (Computer Engineering)	Teachers' Insurance & Annuity Association of America (TIAA), Godrej & Boyce Manufacturing Company Ltd., Pirojshahnagar, Vikhroli (E), Mumbai - 400079	10.48	1
2	2022 - 2023	BADWAL JAYESH DILIP crce.8853.cs@gmail.com	B.E. (Computer Engineering)	Dolat Capital Market Pvt. Ltd., 20 Rajabhadur Mansion, 1st Floor, Ambalal Doshi Marg, Fort, Mumbai - 400023 (Maharashtra).	17.00	27
3	2022 - 2023	BHEDA RIDHAM ASHOKKUMAR crce.8855.cs@gmail.com	B.E. (Computer Engineering)	Ingram Micro (India) Pvt. Ltd. Ground Floor, G-2, Akruti Corporate Park, LBS Marg, Bhandup (W), Mumbai - 400078.	6.00	29
4	2022 - 2023	CHETTIAR RISSA LAWRENCE crce.8861.cs@gmail.com	B.E. (Computer Engineering)	J.P. Morgan Chase (India) Pvt. Ltd., Prism Tower, Level 9 to 11, Link Road, Mindspace, Goregaon (W), Mumbai - 400104.	17.75	31
5	2022 - 2023	DMELLO VANESSA WILLIAM crce.8863.cs@gmail.com	B.E. (Computer Engineering)	Dolat Capital Market Pvt. Ltd., 20 Rajabhadur Mansion, 1st Floor, Ambalal Doshi Marg, Fort, Mumbai - 400023 (Maharashtra).	17.00	51
6	2022 - 2023	DSOUZA DILTON IGNATIUS crce.8865.cs@gmail.com	B.E. (Computer Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai - 400064.	8.5	53
7	2022 - 2023	FERNANDES AUSTIN BERNARD crce.8867.cs@gmail.com	B.E. (Computer Engineering)	ICICI Lombard General Insurance Co. Ltd. ICICI Lombard House, 414 Veer Savarkar Marg, Near Siddhivinayak Temple, Prabhadevi, Mumbai - 400025.	4.50	54
8	2022 - 2023	HAPPY VARUGHESE CHERIAN crce.8870.cs@gmail.com	B.E. (Computer Engineering)	Teachers' Insurance & Annuity Association of America (TIAA), Godrej & Boyce Manufacturing Company Ltd., Pirojshahnagar, Vikhroli (E), Mumbai - 400079	10.48	57
9	2022 - 2023	HARDE PRATIK GOKUL crce.8871.cs@gmail.com	B.E. (Computer Engineering)	Zeus Learning Pvt. Ltd., 1402, Tower B, Peninsula Business Park, Ganapatrao Kadam Marg, Lower Parel, Mumbai - 400013.	7.20	83
10	2022 - 2023	JAIN LAVISH KUMAR MANISH crce.8873.cs@gmail.com	B.E. (Computer Engineering)	Dolat Capital Market Pvt. Ltd., 20 Rajabhadur Mansion, 1st Floor, Ambalal Doshi Marg, Fort, Mumbai - 400023 (Maharashtra).	16.00	87
11	2022 - 2023	JHA NIHALKUMAR AWADHESH crce.8874.cs@gmail.com	B.E. (Computer Engineering)	Barclays Investment Bank, B-6, Nirlon Business IT Knowledge Park, Goregaon (W), Mumbai - 400063 (Maharashtra).	12.32	89

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12	2022 - 2023	JHA UPMANYU DAYAKANT crce.8875.cs@gmail.com	B.E. (Computer Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.5	105
13	2022 - 2023	KOLHE BHUVANESH KISHOR crce.8877.cs@gmail.com	B.E. (Computer Engineering)	Larsen & Toubro Infotech (Larsen & Toubro Infotech (LTI), Gate No. 5, L & T Technology Center, Saki Vihar Road, IIT Area, Powai, Mumbai – 400072.	3.00	106
14	2022 - 2023	KUSHWAH RAVISINGH SAHOOKAR crce.8879.cs@gmail.com	B.E. (Computer Engineering)	Godrej & Boyce Manufacturing Company Ltd., Pirojshahnagar, Vikhroli (E), Mumbai - 400079	12.00	112
15	2022 - 2023	LIDYA SIMON RAJ QUEEN crce.8880.cs@gmail.com	B.E. (Computer Engineering)	Ingram Micro (India) Pvt. Ltd. Ground Floor, G-2, Akruti Corporate Park, LBS Marg, Bhandup (W), Mumbai - 400078.	6.00	118
16	2022 - 2023	LOBO ROSS STANISLAUS crce.8882.cs@gmail.com	B.E. (Computer Engineering)	Oracle Financial Services Software Limited (OFSS), Oracle Park, Off WEH, Goregaon (E), Mumbai – 400063 (Maharashtra).	6.32	120
17	2022 - 2023	MARATHE VAISHNAVI ANIL crce.8884.cs@gmail.com	B.E. (Computer Engineering)	Zeus Learning Pvt. Ltd., 1402, Tower B, Peninsula Business Park, Ganapatrao Kadam Marg, Lower Parel, Mumbai – 400013.	7.2	123
18	2022 - 2023	MHATRE YOHAN RAJESH crce.8887.cs@gmail.com	B.E. (Computer Engineering)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.1	127
19	2022 - 2023	MOHARE PRACHI PRASHANT crce.8888.cs@gmail.com	B.E. (Computer Engineering)	Barclays Investment Bank, B-6, Nirlon Business IT Knowledge Park, Goregaon (W), Mumbai - 400063 (Maharashtra).	3.36	128
20	2022 - 2023	MOURYA RAJ HARINDAR crce.8889.cs@gmail.com	B.E. (Computer Engineering)	Dolat Capital Market Pvt. Ltd., 20 Rajabhadur Mansion, 1st Floor, Ambalal Doshi Marg, Fort, Mumbai - 400023 (Maharashtra).	16.00	150
21	2022 - 2023	NUNES KEN EVEREST SYLVIA crce.8892.cs@gmail.com	B.E. (Computer Engineering)	Rajkamal Barscan System, A-36, Giriraj Industrial Estate, Mahakali Caves Rd, Andheri East, Mumbai, Maharashtra - 400093.	2.58	151
22	2022 - 2023	PATRICK RONALD BASIL crce.8896.cs@gmail.com	B.E. (Computer Engineering)	Barclays Investment Bank, B-6, Nirlon Business IT Knowledge Park, Goregaon (W), Mumbai - 400063 (Maharashtra).	12.67	153
23	2022 - 2023	RAO ALISHA DINESH CYNTHIA crce.8899.cs@gmail.com	B.E. (Computer Engineering)	Accenture Services Pvt. Ltd., Plant No. 3, Godrej & Boyce Complex, LBS Marg, Vikhroli (W), Mumbai – 400079 (Maharashtra).	4.5	175
24	2022 - 2023	RODRIGUES JOSHUA SALVADOR crce.8900.cs@gmail.com	B.E. (Computer Engineering)	Zycus Infotech Pvt. Ltd., Plot No. GJ-07, SEEPZ, Andheri (E), Mumbai - 400096 (Maharashtra).	5.00	177
25	2022 - 2023	RODRIGUES KAYLYNN MARTINA TITUS crce.8901.cs@gmail.com	B.E. (Computer Engineering)	TCS Ninja, Yantra Park (STPI), 2nd Pokharan Road, Opposite HRD Voltas Center, Subhash Nagar, Thane – 400601.	3.36	178

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26	2022 - 2023	RODRIGUES RHYTH VICTOR crce.8902.cs@gmail.com	B.E. (Computer Engineering)	Larsen & Toubro Infotech (LTI), Gate No. 5, L & T Technology Center, Saki Vihar Road, IIT Area, Powai, Mumbai – 400072.	3.00	199
27	2022 - 2023	RUMAO JOYLI MARSHAL crce.8903.cs@gmail.com	B.E. (Computer Engineering)	TCS Ninja, Yantra Park (STPI), 2nd Pokharan Road, Opposite HRD Voltas Center, Subhash Nagar, Thane – 400601.	3.36	205
28	2022 - 2023	SEQUEIRA RACHEL STEVEN crce.8906.cs@gmail.com	B.E. (Computer Engineering)	J.P. Morgan Chase (India) Pvt. Ltd., Prism Tower, Level 9 to 11, Link Road, Mindspace, Goregaon (W), Mumbai - 400104.	17.75	227
29	2022 - 2023	SHARMA ANANYA SANJEEV KUMAR crce.8908.cs@gmail.com	B.E. (Computer Engineering)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.1	246
30	2022 - 2023	SIFRA MARIA BIJU LOLA crce.8909.cs@gmail.com	B.E. (Computer Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.5	247
31	2022 - 2023	SIMRANDEEP SUMANDEEP SINGH crce.8910.cs@gmail.com	B.E. (Computer Engineering)	Kuhoo Technology Services Pvt. Ltd., Vatika Business Centre - Unit No.G5, Ground Floor, Trade Center, Bandra Kurla Complex, Bandra (E), Mumbai - 400051.	8.00	248
32	2022 - 2023	THAKUR AAYUSHI AVINASH crce.8913.cs@gmail.com	B.E. (Computer Engineering)	J.P. Morgan Chase (India) Pvt. Ltd., Prism Tower, Level 9 to 11, Link Road, Mindspace, Goregaon (W), Mumbai - 400104.	17.75	250
33	2022 - 2023	VAZ GODWIN FRANCIS crce.8915.cs@gmail.com	B.E. (Computer Engineering)	BNP Paribas, Infinity, Building No.4, 601, Off Film City Road, Malad, Raheja Housing and Commercial Complex, Malad East, Mumbai, Maharashtra - 400097	6.00	270
34	2022 - 2023	ABIDI SYED IRFAN AMJAD crce.8917.cs@gmail.com	B.E. (Computer Engineering)	J.P. Morgan Chase (India) Pvt. Ltd., Prism Tower, Level 9 to 11, Link Road, Mindspace, Goregaon (W), Mumbai - 400104	17.75	277
35	2022 - 2023	ALMEIDA ALAN ANTHONY crce.8918.cs@gmail.com	B.E. (Computer Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.5	297
36	2022 - 2023	AMRUTHA SURESHKUMAR crce.8919.cs@gmail.com	B.E. (Computer Engineering)	Teachers' Insurance & Annuity Association of America (TIAA), Godrej & Boyce Manufacturing Company Ltd., Pirojshahnagar, Vikhroli (E), Mumbai - 400079	10.48	298
37	2022 - 2023	AYYAPPA JOEL JOHN SACRAMENT crce.8921.cs@gmail.com	B.E. (Computer Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.5	299
38	2022 - 2023	BOLLAVATHRI VIBHAV BHAGYARATHUDU crce.8924.cs@gmail.com	B.E. (Computer Engineering)	Barclays Investment Bank, B-6, Nirlon Business IT Knowledge Park, Goregaon (W), Mumbai - 400063 (Maharashtra).	12.67	300

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39	2022 - 2023	CHACKO BIBIN BIJU MARYKUTTY crce.8925.cs@gmail.com	B.E. (Computer Engineering)	Ingram Micro (India) Pvt. Ltd. Ground Floor, G-2, Akruiti Corporate Park, LBS Marg, Bhandup (W), Mumbai - 400078.	6.00	322
40	2022 - 2023	COLACO DILLON DENIS ACHALA crce.8855.cs@gmail.com	B.E. (Computer Engineering)	Oracle Financial Services Software Limited (OFSS), Oracle Park, Off WEH, Goregaon (E), Mumbai – 400063 (Maharashtra).	6.32	324
41	2022 - 2023	DBRITTO SHAUN JAMES crce.8855.cs@gmail.com	B.E. (Computer Engineering)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.1	327
42	2022 - 2023	DESHMUKH YASH SHYAM crce.8931.cs@gmail.com	B.E. (Computer Engineering)	J.P. Morgan Chase (India) Pvt. Ltd., Prism Tower, Level 9 to 11, Link Road, Mindspace, Goregaon (W), Mumbai - 400104.	13.00	328
43	2022 - 2023	DSOUZA COLIN DAVID WALTER crce.8932.cs@gmail.com	B.E. (Computer Engineering)	J.P. Morgan Chase (India) Pvt. Ltd., Prism Tower, Level 9 to 11, Link Road, Mindspace, Goregaon (W), Mumbai - 400104	13.00	348
44	2022 - 2023	DSOUZA JESICA JOHNY crce.8933.cs@gmail.com	B.E. (Computer Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.5	368
45	2022 - 2023	EDAKKALATHUR BETSY ANTONY crce.8934.cs@gmail.com	B.E. (Computer Engineering)	C2LBIZ Solutions Pvt. Ltd. Unit 119, 1st Floor, Solaris-1, B-wing, Saki Vihar Road, Andheri (E), Mumbai, Maharashtra - 400072.	3.6	369
46	2022 - 2023	FERNANDES ALISHA THOMAS crce.8935.cs@gmail.com	B.E. (Computer Engineering)	Larsen & Toubro Infotech (LTI), Gate No. 5, L & T Technology Center, Saki Vihar Road, IIT Area, Powai, Mumbai – 400072.	3.0	371
47	2022 - 2023	FERNANDES DAN JOHN BOSCO crce.8936.cs@gmail.com	B.E. (Computer Engineering)	TCS Ninja, Yantra Park (STPI), 2nd Pokharan Road, Opposite HRD Volta Center, Subhash Nagar, Thane – 400601.	3.36	377
48	2022 - 2023	FERNANDES LIZEL PETER crce.8937.cs@gmail.com	B.E. (Computer Engineering)	J.P. Morgan Chase (India) Pvt. Ltd., Prism Tower, Level 9 to 11, Link Road, Mindspace, Goregaon (W), Mumbai - 400104.	17.75	398
49	2022 - 2023	FERNANDES RINCY PETER crce.8938.cs@gmail.com	B.E. (Computer Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.5	418
50	2022 - 2023	GEORGE ANNA BENOY crce.8941.cs@gmail.com	B.E. (Computer Engineering)	Ingram Micro (India) Pvt. Ltd. Ground Floor, G-2, Akruiti Corporate Park, LBS Marg, Bhandup (W), Mumbai - 400078.	6.00	419
51	2022 - 2023	GINI CHACKO ANJOE crce.8942.cs@gmail.com	B.E. (Computer Engineering)	J.P. Morgan Chase (India) Pvt. Ltd., Prism Tower, Level 9 to 11, Link Road, Mindspace, Goregaon (W), Mumbai - 400104.	17.75	421

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52	2022 - 2023	GONSALVES AMISHA VIRAS crce.8943.cs@gmail.com	B.E. (Computer Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.5	441
53	2022 - 2023	MITESHKUMAR SATISHKUMAR JAIMAN crce.8946.cs@gmail.com	B.E. (Computer Engineering)	OMP (Saiher Supply Chain Consulting), D-902, Times Square Building, Marol, Andheri (E), Mumbai – 400059	6.00	442
54	2022 - 2023	KOLAMPARAMBIL IAN JOSEPH crce.8948.cs@gmail.com	B.E. (Computer Engineering)	Willis Towers Watson (WTW), Plant No. 6, Mfg. Co, 6, Lal Bahadur Shastri Marg, Compound, Godrej & Boyce Industry Estate, Vikhroli (W), Mumbai - 400079	6.00	447
55	2022 - 2023	KULAL VINYAS VASU JAYANTHI crce.8949.cs@gmail.com	B.E. (Computer Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.5	465
56	2022 - 2023	LINY MATHEW LALY crce.8950.cs@gmail.com	B.E. (Computer Engineering)	Teachers' Insurance & Annuity Association of America (TIAA), Godrej & Boyce Manufacturing Company Ltd., Pirojshahnagar, Vikhroli (E), Mumbai - 400079	10.48	466
57	2022 - 2023	LOOMBA ISHAAN SANJEEV crce.8952.cs@gmail.com	B.E. (Computer Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.5	467
58	2022 - 2023	LUCAS BRENDAN XAVIER crce.8953.cs@gmail.com	B.E. (Computer Engineering)	Teachers' Insurance & Annuity Association of America (TIAA), Godrej & Boyce Manufacturing Company Ltd., Pirojshahnagar, Vikhroli (E), Mumbai - 400079	10.48	468
59	2022 - 2023	MISHRA KAUSTUBH KRISHNANAND crce.8956.cs@gmail.com	B.E. (Computer Engineering)	Accenture Services Pvt. Ltd., Plant No. 3, Godrej & Boyce Complex, LBS Marg, Vikhroli (W), Mumbai – 400079 (Maharashtra).	4.58	469
60	2022 - 2023	NORONHA CANDIDA RUTH RUPESH crce.8960.cs@gmail.com	B.E. (Computer Engineering)	J.P.Morgan Chase (India) Pvt. Ltd., Prism Tower, Level 9 to 11, Link Road, Mindspace, Goregaon (W), Mumbai - 400104.	17.75	471
61	2022 - 2023	NORONHA SVEN ROHAN crce.8961.cs@gmail.com	B.E. (Computer Engineering)	Barclays Investment Bank, B-6, Nirlon Business IT Knowledge Park, Goregaon (W), Mumbai - 400063 (Maharashtra).	12.67	491
62	2022 - 2023	GERSHON CHARLES JESTIN PAUL crce.8963.cs@gmail.com	B.E. (Computer Engineering)	Ingram Micro (India) Pvt. Ltd. Ground Floor, G-2, Akruiti Corporate Park, LBS Marg, Bhandup (W), Mumbai - 400078.	6.00	513
63	2022 - 2023	RAJE ABHISHEK LALIT crce.8965.cs@gmail.com	B.E. (Computer Engineering)	Accenture Services Pvt. Ltd., Plant No. 3, Godrej & Boyce Complex, LBS Marg, Vikhroli (W), Mumbai – 400079 (Maharashtra).	4.58	515
64	2022 - 2023	SHETTY SAKSHI ARUNA crce.8972.cs@gmail.com	B.E. (Computer Engineering)	J.P. Morgan Chase (India) Pvt. Ltd., Prism Tower, Level 9 to 11, Link Road, Mindspace, Goregaon (W), Mumbai - 400104.	17.75	517

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65	2022 - 2023	STANISLAUS VIVAN EDWARD crce.8974.cs@gmail.com	B.E. (Computer Engineering)	Larsen & Toubro Infotech (LTI), Gate No. 5, L & T Technology Center, Saki Vihar Road, IIT Area, Powai, Mumbai – 400072.	3.60	537
66	2022 - 2023	TAPULLI ROHAN SHAJI crce.8975.cs@gmail.com	B.E. (Computer Engineering)	J.P. Morgan Chase (India) Pvt. Ltd., Prism Tower, Level 9 to 11, Link Road, Mindspace, Goregaon (W), Mumbai - 400104.	17.75	543
67	2022 - 2023	TUSCANO SANIA CHARLES crce.8976.cs@gmail.com	B.E. (Computer Engineering)	Teachers' Insurance & Annuity Association of America (TIAA), Godrej & Boyce Manufacturing Company Ltd., Pirojshahnagar, Vikhroli (E), Mumbai - 400079.	10.48	563
68	2022 - 2023	TUSCANO SENIYA JEROME crce.8977.cs@gmail.com	B.E. (Computer Engineering)	Larsen & Toubro Infotech (LTI), Gate No. 5, L & T Technology Center, Saki Vihar Road, IIT Area, Powai, Mumbai – 400072.	3.0	564
69	2022 - 2023	VIRKAR RASIKA RAMCHANDRA crce.8980.cs@gmail.com	B.E. (Computer Engineering)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.1	570
70	2022 - 2023	ADAKE PRATHAMESH SAGAR crce.9081.cs@gmail.com	B.E. (Computer Engineering)	TCS Ninja, Yantra Park (STPI), 2nd Pokharan Road, Opposite HRD Voltas Center, Subhash Nagar, Thane – 400601	3.36	571
71	2022 - 2023	ATHANI HARSHALA VIJAYKUMAR crce.9082.cs@gmail.com	B.E. (Computer Engineering)	Larsen & Toubro Infotech (LTI), Gate No. 5, L & T Technology Center, Saki Vihar Road, IIT Area, Powai, Mumbai – 400072.	3.00	592
72	2022 - 2023	HALDEN PASCAL DMELLO crce.9085.cs@gmail.com	B.E. (Computer Engineering)	Barclays Investment Bank, B-6, Nirlon Business IT Knowledge Park, Goregaon (W), Mumbai - 400063 (Maharashtra).	17.75	598
73	2022 - 2023	DMELLO NIEL PASCOAL crce.9086.cs@gmail.com	B.E. (Computer Engineering)	TCS Ninja, Yantra Park (STPI), 2nd Pokharan Road, Opposite HRD Voltas Center, Subhash Nagar, Thane – 400601.	3.36	620
74	2022 - 2023	GADADARE AMAN MANSING crce.9088.cs@gmail.com	B.E. (Computer Engineering)	TCS Ninja, Yantra Park (STPI), 2nd Pokharan Road, Opposite HRD Voltas Center, Subhash Nagar, Thane – 400601	3.36	641
75	2022 - 2023	GONSALVES QUINCY JOSEPH crce.9089.cs@gmail.com	B.E. (Computer Engineering)	Accenture Services Pvt. Ltd., Plant No. 3, Godrej & Boyce Complex, LBS Marg, Vikhroli (W), Mumbai – 400079 (Maharashtra).	4.58	662
76	2022 - 2023	MORE AKHILESH SAMBHAJI crce.9091.cs@gmail.com	B.E. (Computer Engineering)	Accenture Services Pvt. Ltd., Plant No. 3, Godrej & Boyce Complex, LBS Marg, Vikhroli (W), Mumbai – 400079 (Maharashtra).	4.58	672
77	2022 - 2023	NAIDU MANOHARAN PRABHAKARAN crce.9092.cs@gmail.com	B.E. (Computer Engineering)	Ingram Micro (India) Pvt. Ltd. Ground Floor, G-2, Akruiti Corporate Park, LBS Marg, Bhandup (W), Mumbai - 400078.	6.00	682

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78	2022 - 2023	RUMAO ROYCE RAJESH crce.9093.cs@gmail.com	B.E. (Computer Engineering)	Larsen & Toubro Infotech (LTI), Gate No. 5, L & T Technology Center, Saki Vihar Road, IIT Area, Powai, Mumbai – 400072.	3.6	684
79	2022 - 2023	BINDROO SPARSH JYOTI crce.8797.ecs@gmail.com	B.E. (Electronics & Computer Science)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.5	690
80	2022 - 2023	BOBADE ANUSHKA KIRAN crce.8798.ecs@gmail.com	B.E. (Electronics & Computer Science)	Ingram Micro (India) Pvt. Ltd. Ground Floor, G-2, Akruiti Corporate Park, LBS Marg, Bhandup (W), Mumbai - 400078.	6.00	691
81	2022 - 2023	CHAWATE ARNAV SATEJ crce.8801.ecs@gmail.com	B.E. (Electronics & Computer Science)	Dolat Capital Market Pvt. Ltd., 20 Rajabahadur Mansion, 1st Floor, Ambalal Doshi Marg, Fort, Mumbai - 400023 (Maharashtra).	17.00	693
82	2022 - 2023	DEON DSOUZA NORBERT crce.8803.ecs@gmail.com	B.E. (Electronics & Computer Science)	Larsen & Toubro Infotech (LTI), Gate No. 5, L & T Technology Center, Saki Vihar Road, IIT Area, Powai, Mumbai – 400072.	3.60	695
83	2022 - 2023	FALCAO BENHUR NEIL crce.8805.ecs@gmail.com	B.E. (Electronics & Computer Science)	ICICI Lombard General Insurance Co. Ltd. ICICI Lombard House, 414 Veer Savarkar Marg, Near Siddhivinayak Temple, Prabhadevi, Mumbai - 400025.	4.50	701
84	2022 - 2023	FERNANDES BRYCEN CAMILLO crce.8806.ecs@gmail.com	B.E. (Electronics & Computer Science)	IDFC FIRST Bank Tower, The Square, C-61, G Block, Bandra Kurla Complex, Bandra East, Mumbai – 400051.	8.00	704
85	2022 - 2023	KANJILAL PRAMIT TIRTHANKAR crce.8809.ecs@gmail.com	B.E. (Electronics & Computer Science)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.5	718
86	2022 - 2023	KHAN MOHD ZEESHAN MOHD KASIM crce.8810.ecs@gmail.com	B.E. (Electronics & Computer Science)	Larsen & Toubro Infotech (LTI), Gate No. 5, L & T Technology Center, Saki Vihar Road, IIT Area, Powai, Mumbai – 400072.	3.60	719
87	2022 - 2023	MAHIMKAR SAHIL PRALHAD crce.8815.ecs@gmail.com	B.E. (Electronics & Computer Science)	Carwale, 12th Floor, Vishwaroop IT Park, Pranavanandji Marg, Sector 30A, Vashi, Navi Mumbai, Maharashtra 400705	9.00	725
88	2022 - 2023	MANUEL GAUTAM SHIBU crce.8816.ecs@gmail.com	B.E. (Electronics & Computer Science)	BharatNXT, 1412A, Beverly Park 2,DLF Phase 2, M.G. Road, Gurgaon, Haryana - 122002.	7.20	727
89	2022 - 2023	MARIPPANVRU MAX JOHNSON crce.8817.ecs@gmail.com	B.E. (Electronics & Computer Science)	Oracle Financial Services Software Limited (OFSS), Oracle Park, Off WEH, Goregaon (E), Mumbai – 400063 (Maharashtra).	6.32	728
90	2022 - 2023	MINDE ADWAIT NITIN crce.8818.ecs@gmail.com	B.E. (Electronics & Computer Science)	Zycus Infotech Pvt. Ltd., Plot No. GJ-07, SEEPZ, Andheri (E), Mumbai - 400096 (Maharashtra).	5.00	731
91	2022 - 2023	PATIL OMKAR CHANDRASHEKHAR crce.8826.ecs@gmail.com	B.E. (Electronics & Computer Science)	C2LBIZ Solutions Pvt. Ltd. Unit 119, 1st Floor, Solaris-1, B-wing, Saki Vihar Road, Andheri (E), Mumbai, Maharashtra - 400072.	3.6	754

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92	2022 - 2023	PATIL SIDDHESH SHREEKANT crce.8827.ecs@gmail.com	B.E. (Electronics & Computer Science)	Ingram Micro (India) Pvt. Ltd. Ground Floor, G-2, Akruti Corporate Park, LBS Marg, Bhandup (W), Mumbai - 400078.	6.00	756
93	2022 - 2023	PEREIRA GRACE CLEMENT crce.8828.ecs@gmail.com	B.E. (Electronics & Computer Science)	Larsen & Toubro Infotech (LTI), Gate No. 5, L & T Technology Center, Saki Vihar Road, IIT Area, Powai, Mumbai - 400072.	3.60	758
94	2022 - 2023	PINTO EMMANUEL NEIL crce.8831.ecs@gmail.com	B.E. (Electronics & Computer Science)	C2LBIZ Solutions Pvt. Ltd. Unit 119, 1st Floor, Solaris-1, B-wing, Saki Vihar Road, Andheri (E), Mumbai, Maharashtra - 400072.	3.6	765
95	2022 - 2023	SHANBHAG SUSHANT RAMANAND crce.8837.ecs@gmail.com	B.E. (Electronics & Computer Science)	Ingram Micro (India) Pvt. Ltd. Ground Floor, G-2, Akruti Corporate Park, LBS Marg, Bhandup (W), Mumbai - 400078.	6.00	767
96	2022 - 2023	SHARMA DANISH KUMAR crce.8838.ecs@gmail.com	B.E. (Electronics & Computer Science)	Ingram Micro (India) Pvt. Ltd. Ground Floor, G-2, Akruti Corporate Park, LBS Marg, Bhandup (W), Mumbai - 400078.	6.00	769
97	2022 - 2023	SHARVIN SUNNY ANNIE crce.8839.ecs@gmail.com	B.E. (Electronics & Computer Science)	Larsen & Toubro Infotech (LTI), Gate No. 5, L & T Technology Center, Saki Vihar Road, IIT Area, Powai, Mumbai - 400072.	3.60	771
98	2022 - 2023	SHELKE VINAY RAMESH crce.8840.ecs@gmail.com	B.E. (Electronics & Computer Science)	Interactive Brokers (IB), 502/A, Times Square, Andheri Kurla Road, Andheri (E), Mumbai - 400059 (Maharashtra)	12.00	777
99	2022 - 2023	SHIBU MATHEW THARA crce.8842.ecs@gmail.com	B.E. (Electronics & Computer Science)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai - 400064.	8.5	785
100	2022 - 2023	SHREEDHAR VISWANATH crce.8843.ecs@gmail.com	B.E. (Electronics & Computer Science)	Larsen & Toubro Infotech (LTI), Gate No. 5, L & T Technology Center, Saki Vihar Road, IIT Area, Powai, Mumbai - 400072.	3.60	786
101	2022 - 2023	GURAV MAYUR MANGESH crce.8996.ecs@gmail.com	B.E. (Electronics & Computer Science)	TCS Ninja, Yantra Park (STPI), 2nd Pokharan Road, Opposite HRD Voltas Center, Subhash Nagar, Thane - 400601.	4.50	798
102	2022 - 2023	ATHANI ABHISHEK RAVINDRA crce.9067.ecs@gmail.com	B.E. (Electronics & Computer Science)	C2LBIZ Solutions Pvt. Ltd. Unit 119, 1st Floor, Solaris-1, B-wing, Saki Vihar Road, Andheri (E), Mumbai, Maharashtra - 400072.	3.6	822
103	2022 - 2023	KAR ARPITA APURBA DIPANNITA crce.9073.ecs@gmail.com	B.E. (Electronics & Computer Science)	Ingram Micro (India) Pvt. Ltd. Ground Floor, G-2, Akruti Corporate Park, LBS Marg, Bhandup (W), Mumbai - 400078.	6.00	824
104	2022 - 2023	MHADE SIDDHARTH SHASHIKANT crce.9074.ecs@gmail.com	B.E. (Electronics & Computer Science)	C2LBIZ Solutions Pvt. Ltd. Unit 119, 1st Floor, Solaris-1, B-wing, Saki Vihar Road, Andheri (E), Mumbai, Maharashtra - 400072.	3.6	826

Prithvi



105	2022 - 2023	PARMAR DARSHAL MAHESH crce.9075.ecs@gmail.com	B.E. (Electronics & Computer Science)	ICICI Lombard General Insurance Co. Ltd. ICICI Lombard House, 414 Veer Savarkar Marg, Near Siddhivinayak Temple, Prabhadevi, Mumbai - 400025.	4.50	828
106	2022 - 2023	TUSCANO SWEN ROBERT crce.9080.ecs@gmail.com	B.E. (Electronics & Computer Science)	Larsen & Toubro Infotech (LTI), Gate No. 5, L & T Technology Center, Saki Vihar Road, IIT Area, Powai, Mumbai – 400072.	3.60	831
107	2022 - 2023	BELNEKAR ATHARVA ANANT crce.8983.me@gmail.com	B.E. (Mechanical Engineering)	Tecnimont, Tecnimont House, Chincholi Bunder, 504, Link Road, Malad (W), Mumbai - 400064.	4.50	837
108	2022 - 2023	FERNANDES BRENDAN INACIO crce.8992.me@gmail.com	B.E. (Mechanical Engineering)	Larsen & Toubro Infotech (LTI), Gate No. 5, L & T Technology Center, Saki Vihar Road, IIT Area, Powai, Mumbai – 400072.	3.60	838
109	2022 - 2023	KEVIN SAM MATHEW SHERLY crce.9000.me@gmail.com	B.E. (Mechanical Engineering)	Zycus Infotech Pvt. Ltd., Plot No. GJ-07, SEEPZ, Andheri (E), Mumbai - 400096 (Maharashtra).	5.00	844
110	2022 - 2023	RAJ ADITYA RAJEEV PREETI crce.9013.me@gmail.com	B.E. (Mechanical Engineering)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.1	859
111	2022 - 2023	SATGHARE NISHANT RAVINDRANATH crce.9018.me@gmail.com	B.E. (Mechanical Engineering)	Godrej & Boyce Manufacturing Company Ltd., Pirojshahnagar, Vikhroli (E), Mumbai - 400079	7.50	860
112	2022 - 2023	SAVE CHARIT SHRIKANT crce.9019.me@gmail.com	B.E. (Mechanical Engineering)	Godrej & Boyce Manufacturing Company Ltd., Pirojshahnagar, Vikhroli (E), Mumbai - 400080	7.50	865
113	2022 - 2023	SEHRA GURLIV SINGH SUKHVINDER SINGH crce.9020.me@gmail.com	B.E. (Mechanical Engineering)	Argon & Co., 232, Solitaire Business Park, Andheri Kurla Road, Mumbai - 400059	4.00	870
114	2022 - 2023	SOLANKI VINEET KIRIT crce.9025.me@gmail.com	B.E. (Mechanical Engineering)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.1	874
115	2022 - 2023	VADKE MAYURESH DILIP crce.9029.me@gmail.com	B.E. (Mechanical Engineering)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.1	875
116	2022 - 2023	FAKHI UMAIR MOHD SHOAB crce.9097.me@gmail.com	B.E. (Mechanical Engineering)	Godrej & Boyce Manufacturing Company Ltd., Pirojshahnagar, Vikhroli (E), Mumbai - 400079	7.50	876
117	2022 - 2023	KAVIRAJ EASWARAN PONNUTHAI crce.9100.me@gmail.com	B.E. (Mechanical Engineering)	Godrej & Boyce Manufacturing Company Ltd., Pirojshahnagar, Vikhroli (E), Mumbai - 400079	7.50	881
118	2022 - 2023	TARI SHRAVANI VINAYAK crce.9110.me@gmail.com	B.E. (Mechanical Engineering)	Portescap (India) Pvt. Ltd., Unit 2, SDF - 1, SEEPZ - SEZ, Andheri (E), Mumbai - 400098.	5.00	886
119	2022 - 2023	LOUIS VAILANKA FLEUR crce.8781.pe@gmail.com	B.E. (Production Engineering)	Zycus Infotech Pvt. Ltd., Plot No. GJ-07, SEEPZ, Andheri (E), Mumbai - 400096 (Maharashtra).	5.00	887
120	2022 - 2023	NIKALJE SAHIL SIDDHARTH crce.8786.pe@gmail.com	B.E. (Production Engineering)	Zycus Infotech Pvt. Ltd., Plot No. GJ-07, SEEPZ, Andheri (E), Mumbai - 400096 (Maharashtra).	5.00	888

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121	2022 - 2023	PARAB OMKAR ARUN APARNA crce.8788.pe@gmail.com	B.E. (Production Engineering)	Argon & Co., 232, Solitaire Business Park, Andheri Kurla Road, Mumbai - 400059	4.00	889
122	2022 - 2023	SHEWALE DHIRAJ PRALHAD crce.8792.pe@gmail.com	B.E. (Production Engineering)	TCS Ninja, Yantra Park (STPI), 2nd Pokharan Road, Opposite HRD Voltas Center, Subhash Nagar, Thane – 400601.	3.36	890
123	2022 - 2023	AHIRWAR SHANIKUMAR BHIMRAJ crce.9035.pe@gmail.com	B.E. (Production Engineering)	Godrej & Boyce Manufacturing Company Ltd., Pirojshahnagar, Vikhroli (E), Mumbai - 400079	7.50	911
124	2022 - 2023	ISAME HRISHIKESH SANJAY crce.9040.pe@gmail.com	B.E. (Production Engineering)	Reliance Retail (India) Pvt. Ltd., 3rd Floor, Court House, Lokmanya Tilak Marg, Dhobi Talao, Mumbai - 400002	3.60	916
125	2022 - 2023	KHEDEKAR PRATHMESH PRADIP crce.9043.pe@gmail.com	B.E. (Production Engineering)	Godrej & Boyce Manufacturing Company Ltd., Pirojshahnagar, Vikhroli (E), Mumbai - 400079	7.50	927
126	2022 - 2023	PANCHAL ASHISH VINODKUMAR crce.9052.pe@gmail.com	B.E. (Production Engineering)	OMP (Saiher Supply Chain Consulting), D-902, Times Square Building, Marol, Andheri (E), Mumbai – 400059	6.00	932
127	2022 - 2023	PARADKAR RUGVED SURENDRA crce.9054.pe@gmail.com	B.E. (Production Engineering)	Marico, 7th floor, Grande Palladium, 175, CST Road, Kalina, Santacruz (East) Mumbai - 400098	5.00	937
128	2022 - 2023	KONAR ARUMUGAM SUDALAIMANI crce.9044.pe@gmail.com	B.E. (Production Engineering)	Pradman Engineering Services Ltd., Pushpa Vishar, Opp. Colaba Post Office, Colaba, Mumbai - 400005.	3.00	941

Pradman





TIAA Global Business Services (India) Private Limited

Registered office: 7th Floor, Winchester Building
Powai Business District, Powai,
Mumbai, Maharashtra – 4000076

CIN: U72901MH2016FTC279876
Phone: +91 22 62298000

March 8, 2023

Shruti Vishwanath Shetty
D/O: Vishwanath Shetty Room No. 701 B2 Wing
Lok Nisarg Ghatipada Road, Mulund Near Vaishali
Nagar Mulund West Mulund West Mumbai - 400080
Maharashtra
India

Dear Shruti:

It is with great pleasure that we extend you a Contingent offer of employment, based provisionally upon your eligibility, qualification and Back Ground Verification parameters being met in a timely manner, at TIAA Global Business Services (India) Private Limited (“GBS”) or (“the Company”), which is a subsidiary of Teachers Insurance and Annuity Association of America (“TIAA”) incorporated in India. This offer is subject to the following terms and conditions:

1. Position and Probation

1.1 You will assume the responsibility of Trainee, Testing Analyst with a start date on or before July 24, 2023 as discussed with your Human Resource representative.

1.2 You are assigned to work out of our Mumbai, India - Winchester Building Location.

1.3 Your employment will be contingent upon the successful completion of a Three Hundred and Sixty five (365) days initial probationary period, which period shall commence from the date of your joining the Company. Notwithstanding anything stated in section 6.1 herein, during the probationary period your employment can be terminated by either you or GBS giving to the other thirty (30) days of notice in writing. If your performance is satisfactory to the Company during this probationary period, then notice of termination by either party shall be extended after the probationary period to the period of time specified in Section 6.1. The Company may also choose to extend such probationary period, in accordance with law.

1.4 The normal hours of work at GBS are forty-five (45) per week, Monday through Friday, and will be established for you by your manager. Subject to applicable laws, however, actual working hours, their timing and weekly holidays may vary with the duties and requirements of your position consistent with a 24 x 7 multi-shift work environment and other business needs as GBS may specify.

2. Duties and Responsibilities / Transfer

2.1 The duties and responsibilities required for the position offered to you are set forth in the job description provided to you before and/or during your interview with GBS. You may be required to perform other duties as required by the Company from time to time. You shall not refuse to perform other duties and undertake responsibilities as and when called upon by your reporting manager, if any.

2.2 The Company has a right to assign, transfer, second or depute you to any affiliates, departments, subsidiaries or associate companies of the Company or to any group companies in which the Company may be having interest whether existing or which may be set up or established or acquired in future in any other location in India or to any third parties. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer you will be governed by the relocation policies and policies of the Company existing at that time.

2.3 You shall devote all of your skill, knowledge and working time to the conscientious performance of your duties and responsibilities and you shall perform your duties with diligence and devotion. Since this is a full-time employment with the Company, while in the employment of the Company, you are not allowed to be employed in any other organization on a permanent, temporary or part time basis nor shall you offer your services with or without consideration to any physical person, legal entity or public authority or be occupied in your own

business, without the prior written consent of the Company. You will comply with all directions given to you by the Company and faithfully observe all the rules, regulations, and arrangements applicable to you.

2.4 Your provisional employment will, in addition to the terms and conditions of this offer of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time, including those as may be provided in the Company's policies service rules, code of conduct, etc. The contingent nature of this offer of employment, shall be discharged and be set for regularization of your employment, when:

2.4.1 You pass all subjects required to be cleared in order for you to graduate your course

2.4.2 You have been given an all cleared Degree by your institution

2.4.3. Your Back ground verification is concluded successfully, by TIAA India or it's assigned third party

2.4.4. All the above activities are concluded within 6 months of your receipt of the provisional degree and final semester mark sheet

2.4.5. If you are not convicted of a crime or indicted in a criminal activity

2.5 You shall not engage in activities that could result in a conflict of interest with the Company without prior approval from your manager. Any conflict of interest or potential conflict of interest shall be disclosed to the Company.

2.6 Your provisional employment will also be governed by statutory laws enacted by the government or local authorities as may be applicable from time to time. You shall comply with all applicable laws, regulations, and government orders of India, now or hereafter in effect, relating to your employment by the Company, including but not limited to the provisions of the Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States of America and the Bribery Act 2010 of the United Kingdom. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your provisional employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

3. Compensation, Benefits & Reimbursements

3.1 Your annual fixed compensation will be ₹1,000,000.00 Indian Rupees (INR).; subject to deduction at source (tax withholding) as per applicable income tax and any other prevailing applicable regulation in force from time to time during your provisional employment with GBS. Please see Schedule B attached hereto for detailed break-down of the compensation structure.

3.2 You will be reimbursed for expenses reasonably incurred in connection with the performance of your duties in accordance with the Company's policies as established from time to time.

4. Code of Business Conduct; Protection of Confidential Information and Other Business Interests

4.1 The Company's corporate policies reflect its core values and leadership standards. The Code of Business Conduct for the Company (the "Code") embodies the guiding principles for its policies. As a condition of this offer of employment, you agree to fully comply with the Code. A copy of the Code of Business Conduct is enclosed with this letter. Please read it carefully in considering this offer. You shall also comply with all the other Company's policies, rules and procedures as may be drafted, enforced, amended and/or altered from time to time during the course of your employment.

4.2 The Company expects you to treat seriously your confidentiality obligations under the Company's Code and be diligent in protecting the trust placed in the Company by its constituents to maintain the sensitivity and confidentiality of the Company's and/or TIAA's confidential information. Your obligations under this policy are serious matters. Accordingly, as a condition of employment with the Company, you must sign the "Confidentiality, Intellectual Property Assignment and Non-Solicitation Agreement" on or before your start date. A copy of the said agreement, the Code is attached.

5. Code of Ethics Policy - Personal Trading

5.1 In order to comply with applicable laws, the Company has developed personal trading policy & procedures for employees associated with various regulated entities within TIAA family. TIAA GBS, its affiliates and successors, employees and contractors, designated as "Covered Persons", are covered under the personal trading policy. TIAA GBS policy Statement on Personal Trading defines the "Covered Persons" and mandates such persons to safeguard the confidentiality of all such information which he/she obtained directly or indirectly during the

course of performance of official duties. The policy requires Covered Persons to safeguard the confidentiality of all such information which he/she obtained directly/indirectly in the course of performing the official duties. The policy requires Covered Persons to complete the mandatory training and mandates the obtaining of pre- clearance approval of their trades before booking a trade in any stock exchange outside India.

5.2 For trades on the Indian Stock exchange(s) “Covered Persons” , are prohibited from making any trade in a Subsidiary/ Affiliate of the Corporation, which has shared Confidential information, of such nature that it may be construed as Insider Information to TIAA or TIAA family (including TIAA GBS), impacting the value of the securities of the Indian subsidiary. Pre clearance and approval shall be required before booking such trades (as maybe construed to be based on parent corporation Insider Information) in an Indian Stock Exchange (s).

6. Termination

6.1 Except as provided in Section 1 and Section 2.4.1, your provisional employment may be terminated at any time by either you or GBS giving to the other thirty (30) days of notice in writing. The Company may in its sole discretion decide to pay you in lieu of notice.

6.2 Notwithstanding the provisions of Section 6.1 or anything else to the contrary, the Company may terminate your provisional employment with immediate effect without notice or payment in lieu of notice, for any of the following reasons as determined by the Company in its sole discretion:

(a) fraudulent, dishonest or undisciplined conduct on your part, including dishonest or wrongful disclosure of your bio-data or information at the time of interview, appointment or during the course of employment;

(b) you are found to have willfully suppressed material information at the time of interview, appointment or during the course of employment;

(c) your breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company’s property;

(d) your failure to comply with the directions given to you by your manager or any other authorised person;

(e) your insolvency or conviction for a criminal offence or you are found to be involved in any act which is punishable as an offence under the Indian Penal Code, 1860 within or outside the

premises of the Company;

(f) your breach of the terms or conditions or the Company's policies including disciplinary and improvement policies as applicable from time to time, whether or not instituted post your acceptance of these terms of offer or other directions of the Company;

(g) you abetting a strike in contravention of any law for the time being in force;

(h) your unauthorised absence for a continuous period of seven (7) days from work (including due to unapproved overstay of leave/ training);

(i) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients;

(j) any misconduct on your part, as provided under law and/or under the Company's policies.

(k) non-adherence to health and safety guidelines laid down by the Company for the safety and protection of its employees

(l) If you refuse to cooperate with any ongoing investigations, enquiries or fact findings

6.3 The Company may set off any amounts owing and payable by you to the Company at the date of termination against any amount then payable to you by the Company.

6.4 If your contingent employment is terminated by reason of the liquidation of the Company for the purpose of reconstruction, merger, spin-off, acquisition, amalgamation or by reason of any reorganization of the Company or any other corporate action (including a transfer of establishment/unit/undertaking) and if you have been offered similar employment with the company succeeding to the Company upon such event on terms no less favorable to you than the terms in effect under this letter, then you shall have no legal or contractual claim against the Company by reason of the termination of the contingent employment.

7. Representations

7.1 You confirm that (a) you do not have any contractual, regulatory or other impediments that restrict your acceptance of this contingent offer of employment, (b) you understand and agree that it is a condition of this offer, including without limitation any compensation or other remuneration, that there are no constraints on your ability to accept this offer or fully perform



the duties of the position offered and (c) you have disclosed in writing to the undersigned Company representative any employment-related contractual obligation you may have with any of your current or former employers which may be relevant to GBS or to any aspect of your provisional employment with Company.

7.2 You further confirm that, except with respect to your prior employment with any company owned by TIAA, (a) you have not delivered to GBS any confidential or proprietary information or trade secrets of your current or prior employers, (b) you will not disclose to GBS confidential or proprietary information or trade secrets of your current or prior employers; (c) your provisional employment by GBS will not breach any agreement by which you are bound relating to proprietary, confidential and trade secret information or non-solicitation of employees or clients; and (d) you have not otherwise taken any action in conjunction with this employment opportunity with the Company (including but not limited to your consideration of this contingent offer of employment and the anticipated start of your contingent employment with GBS) that may be in breach of any contractual obligation you may have with any of your current or former employers which may be relevant to the Company.

7.3 You acknowledge that GBS has not requested from you any confidential or proprietary information or trade secrets of your current or prior employers. Last, you confirm that no other representations or commitments outside this letter have been made (oral or written) concerning this provisional offer.

8. Other Terms

Please note the following additional terms when considering this provisional offer:

(a) Employment Screening: This offer is contingent upon satisfactory completion of an employment screening review with GBS. The organization reserves the right to conduct background checks, directly or indirectly at any time to verify such information and documents that you would provide in support of Indian Court Record Check, National Identity Check, Global Regulatory Compliance and Debarment Database Verification, Address Verification Check, Previous employment verification, Education Verification and other particulars. If any discrepancies are found in such information or documents or if the result of such background checks are found to be unsatisfactory, as determined by the organization, in its sole discretion, the organization may withdraw or cancel the offer.

However, if at any time post joining it is found that, the organization is not satisfied with the results of your background check or you have furnished false information or withheld or suppressed any material fact or information, the organization may terminate the contract of

employment.

The Company may also review your political contributions, in which case you must disclose to GBS any political contributions made. Please carefully consider this if you are tendering your resignation with another employer.

(b) Work Authorization: Upon commencing provisional employment, you must also provide documentation establishing your identity and eligibility to work in India. Throughout your employment, you must remain lawfully authorized to work in India.

(c) Commissions: The Company's employees do not receive sales commissions as part of total compensation. Further, the Company's policy does not allow employees to maintain trailing commissions of any kind (e.g. health, life, long-term care and securities).

(d) Prerequisites: Where your role requires you to be licensed professionally in a manner designated by GBS, or to have completed specified education requirements, or to have obtained other employment-related credentials set by the Company, your offer will be contingent on you having met such employment requirement(s) prior to your start date or in accordance with Section 2.4.1.

(e) Payroll Taxes and Withholdings: All compensation described in this letter will be subject to applicable payroll taxes and withholdings.

(f) Sensitive Personal Data or Information: The Company may, in connection with your application for, offer and/or acceptance of provisional employment and also in regards to your ongoing provisional employment, collect sensitive personal data or information ("SPDI") relating to you. Such SPDI may be collected from you and some limited SPDI may be recorded directly or indirectly by internal security systems or by other means. By submitting your application for provisional employment, you expressly, willingly and voluntarily agree to our collecting your SPDI and to our using it for employment purposes (including but not limited to obtaining background checks on your SPDI in consideration of your application and, as applicable, your ongoing employment). Furthermore, you expressly, willingly and voluntarily consent to the following: (i) the collection, use, processing and storage of your SPDI; (ii) the transfer worldwide of your SPDI held by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law (as determined by GBS); (iii) that you shall have read and understood the Company's Privacy Policy, as and when implemented, in relation to the collection, processing, use, storage and transfer of SPDI, and you agree to the terms thereof. Without limiting the foregoing, if you accept this offer of provisional employment, you expressly, willingly and voluntarily agree to (a) the use of your personal images and

voices in marketing material, videos, etc. of the Company or TIAA; and (b) treating any personal, GBS or TIAA data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

(g) Indemnification: You shall indemnify and hold the Company harmless from and against any and all damages, loss, injury or liability for a claim of damage, loss or injury to person or property caused by or resulting from any of your act or omission to the Company, agents, principals or its employees or representatives which constitutes a breach of the term of your provisional employment or negligent performance of your duties as expected from you while in employment of the Company.

(h) Non-Disparagement: During the term of your provisional employment with GBS and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

(i) Governing Law: Your provisional employment with the Company shall be governed and construed in accordance with the laws of India.

(j) Jurisdiction: Any competent court in Mumbai shall have exclusive jurisdiction in case of any dispute. You hereby waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

This offer of employment is in effect for five (5) business days from the date of this letter.

For the avoidance of doubt, this letter does not give rise to any provisional employment relationship between you and any other TIAA entity besides GBS.

Please treat this letter and its contents (including the Schedules attached hereto) as strictly confidential and do not disclose the same to any person or entity (except to your spouse, attorneys and accountants, for seeking their advice) without the Company's prior written consent. Your salary and benefits are confidential and you should refrain from discussing it with other employees of GBS.

We look forward to you joining GBS.

Sincerely,



Anuradha Warier

Director Compensation and Benefits, India

3. Benefits

The Company's benefits program is a key component of our total compensation package. We offer a very comprehensive program that provides innovative, flexible benefits to help employees protect their family, plan for the future and manage their personal and professional life. You will be eligible to participate in the benefit package upon satisfying eligibility conditions, including supplementary medical coverage, life and personal accident insurance.

GBS will provide statutory gratuity benefits (if applicable). GBS may, at its discretion, provide you with medical, personal and life insurance. Total compensation components may change from time to time depending on tax and other considerations. The Company and its affiliates reserve the right to amend, modify or terminate, in its sole discretion, all benefit and compensation plans in effect from time to time.

Detailed Compensation Break-Up

TIAA GBS Corporate Level: Trainee

SALARY COMPONENTS

Basic

Monthly INR Amount: 33,333

Annual INR Amount: 400,000

House Rent Allowance

Monthly INR Amount: 16,667

Annual INR Amount: 200,000

Bouquet of Benefits~

Monthly INR Amount: 33,333



Annual INR Amount: 400,000

ANNUAL FIXED COMPENSATION (A)

Monthly INR Amount: 83,333

Annual INR Amount: ₹1,000,000.00

RETIRALS BENEFITS

Employer`s Contribution To Provident Fund

Monthly INR Amount: 4,000

Annual INR Amount: 48,000

TOTAL RETIRALS BENEFITS (B)

Monthly INR Amount: 4,000

Annual INR Amount: 48,000

TOTAL REMUNERATION (A + B)**

Monthly INR Amount: 87,333

Annual INR Amount: 1,048,000

** You are eligible for a discretionary variable pay above total remuneration which is paid basis individual and company performance. This includes, if applicable any obligatory payments towards payment of bonus act.

~ Bouquet of Benefits [BOB] is a list of components that employee can choose from as per their preference. See detailed guidelines on BOB policy.

Taxes and other statutory deductions/payments as per applicable law.

All salary components are governed by the company policy and statutory guidelines.

4. Leave



During a full calendar year you are eligible for leave days (referred to by GBS as Paid Time Off (“PTO”) days) based on an annual allotment of 25. This allotment of PTO days will be prorated based on your start date in the current year, consistent with GBS policy. For further details on leaves, please refer to the Company’s policies in this respect.

5. Transportation

GBS will reimburse you for reasonable business-related transportation expenses incurred in connection with your employment, upon presentation of appropriate documentation, in accordance with the Company’s expense reimbursement policies. You will be eligible to participate in the corporate travel policy as may be established by the Company for business travel as approved by your manager.



Content

TIAA Global Business Services (India) Private Limited

Registered office: 7th Floor, Winchester Building
Powai Business District, Powai,
Mumbai, Maharashtra – 4000076

CIN: U72901MH2016FTC279876

Phone: +91 22 62298000

CONFIDENTIALITY, INTELLECTUAL PROPERTY ASSIGNMENT AND NON-SOLICITATION AGREEMENT

This CONFIDENTIALITY, INTELLECTUAL PROPERTY ASSIGNMENT AND NON-SOLICITATION AGREEMENT (this “**Agreement**”) is made and entered into as of the date set forth on the signature page below by and between the undersigned individual (“**Employee**”) and TIAA Global Business Services India Private Ltd. (“**TIAA**”) (inclusive of Teachers Insurance and Annuity Association of America and/or any companion company or subsidiary of TIAA that employs Employee now existing or formed in the future (collectively with TIAA, “**Company**” or “**the Company**”). Employee and the Company are referred to collectively as “the parties” in this Agreement. This Agreement is effective as of the date that Employee signs this Agreement as set forth on the signature page below (the “**Effective Date**”).

In consideration of Employee’s job offer, employment and related benefits (such as but not limited to any designated payments, compensation, salary increases, promotions, training or professional development opportunities) and/or such other consideration as is offered by the Company in its sole discretion in connection with this Agreement, the receipt and sufficiency of which is acknowledged by Employee, and in mutual reliance upon the promises set forth herein, the parties agree as follows:

PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to protect the Company’s legitimate business interests and

assets. In reliance upon Employee's promises in this Agreement, the Company will provide Employee with Confidential Information (defined below) and place Employee in a position of enhanced ability to use and influence the goodwill of the Company with its clients, employees and other business relationships. An important basis for this Agreement is to prevent Employee from using the unfair competitive advantage arising from Employee's position of trust with the Company to cause irreparable damage to the Company's trade secrets and important business relationships. Employee stipulates that the restrictions in this Agreement are reasonable in time, territory, impact and scope, for this purpose and do not place an unreasonable or unnecessary burden on Employee.

1. UNAUTHORIZED DISCLOSURE OR USE OF THE COMPANY'S CONFIDENTIAL INFORMATION IS PROHIBITED.

(a) **CONFIDENTIAL INFORMATION.** "Confidential Information" as used in this Agreement refers to an item of information, or a compilation of information, in any form (tangible or intangible), related to the business of the Company that the Company has not made public or authorized public disclosure of, and that is not generally known, through proper means, to the public or others who would be able to use or get value from the information. Confidential Information will not lose its protected status under this Agreement if it becomes known to other persons through improper means such as the unauthorized use or disclosure of the information by the Employee or another person. Confidential Information includes the Company's trade secrets, but an item of Confidential Information need not qualify as a trade secret to be protected by this Agreement unless required by law. Company's exchange of Confidential Information with a third party in confidence for business purposes will not remove it from protection under this Agreement. Confidential Information further includes, but is not limited to, the following types of information as maintained within the Company's internal, non-public records:

(i) the identities of actual or prospective individual or institutional Company clients, investors and participants (including, but not limited to, names, addresses, telephone numbers, email addresses and/or social security numbers); any account, personal, business, financial and other confidential information pertaining to actual or prospective individual or institutional Company clients, investors and participants; any individual or institutional Company client, investor or participant lists, or any portion thereof; any information related to the assets and obligations carried in an account by an individual or institutional Company client, investor, or participant; any individual or institutional Company client, investor, or participant's positions, account valuation, and/or account performance history; and the Company's approach to and strategies for, geographically, territorially or otherwise, targeting, developing, maintaining, servicing and managing individual or institutional client or participant relationships;

(ii) information about the Company's previous, current, and/or contemplated products and services, activities, regions, territories, know-how, investment techniques and strategies, computer passwords, computer software designs and hardware configurations, training materials, policies and procedures, and research projects;

(iii) track records; market, financial, trade, and sales information and data; pricing; financial models or formulas; balance sheets; financial plans; strategic plans; business plans; growth plans; financial and business forecasts, budgets, and estimates; and any other information about profits, losses, surpluses, costs or expenses;

(iv) management-level employee analysis and file materials such as records regarding job performance, talent management/acquisition strategy, compensation strategy, benefits strategy or disciplinary files maintained by management personnel; business, financial and other operational information pertaining to Company vendors, suppliers, contingent workers and independent contractors; employee personal medical information, account information, or other highly sensitive and proprietary information; and vendor, supplier, contingent worker and/or independent contractor lists;

(v) the specific terms of the Company's agreements or arrangements, verbal or written, with any participant, client, investor, vendor, supplier, licensor, licensee, supplier or contractor with whom the Company may be associated, including, but not limited to, anything of value provided or received by the Company or the termination date or circumstances of any agreement or arrangement; and

(vi) any and all technical, proprietary or other information that the Company has a legal or ethical obligation to treat as confidential, or that the Company treats as proprietary, confidential, or for internal use only; that the Company has designated as confidential or proprietary; or, that the Employee knows should be, or has been, treated by the Company as confidential, in each case, whether or not such information is or was owned or developed by the Company and which shall include, but not be limited to, information relating to third parties that is provided to the Company during merger, acquisition, or divestiture activities, or documents, communications or other material that are or may be protected by the attorney-client privilege, the attorney work-product privilege or any other applicable legal privilege. The foregoing items of information are proprietary assets of the Company and are by agreement presumed to be trade secrets of the Company. This presumption of trade secret status will control unless clear and convincing evidence is presented by the Employee to prove

that the particular item at issue does not qualify as a trade secret.

(b) **LIMITED USE AND NONDISCLOSURE OBLIGATIONS.** The Employee will not engage in any unauthorized use or disclosure of Confidential Information. This restriction applies during employment and for so long thereafter as the information qualifies as Confidential Information. Unless authorized in writing by Company, the only authorized use or disclosure of Confidential Information shall be use or disclosure required in the ordinary course of the Employee's employment, consistent with the Employee's assigned duties and undertaken for the benefit of the Company. The foregoing shall not, however, be construed to prohibit an employee of Company (i) who is not in a management or supervisory role from using or sharing lawfully acquired information about terms and conditions of employment with Company (such as wages, benefits or working conditions) with others engaged in concerted activity protected by law (such as employees acting together to improve employment conditions or address job-related problems), or (ii) from providing testimony in response to or otherwise responding to any lawfully-issued subpoena, court order, or other compulsory legal process; provided, however, that if such testimony or response may require the disclosure of Confidential Information, prior to disclosing the Confidential Information, where allowed by law, the Employee shall provide Company as much notice (in writing to TIAA's Chief Compliance Officer) as is possible under the circumstances (presumably not less than seven business days), cooperate in any legal efforts of the Company to maintain the confidentiality of the information at issue (such as securing written assurances that confidentiality will be maintained) and disclose only that portion of the information that is legally required. Any request for documents or information addressed to the Company itself, or seeking the Company's position or response on any matter, must be referred to the responsible individual within the Company (if not the Employee) for an official response on behalf of the Company.

(c) **EMPLOYEE'S OBLIGATIONS REGARDING CERTAIN INFORMATION.** The Employee shall not use or disclose to the Company during the Employee's employment any confidential or proprietary information belonging to any other third party, including any former employers or former colleagues of the Employee, without authorization to do so from the third party.

2. NOTICE AND NON-INTERFERENCE OBLIGATIONS: The Employee stipulates that the confidentiality and non-disclosure obligations of this Agreement standing alone (as set forth in Section 1) are insufficient to provide Company with adequate protection of its trade secrets, goodwill and other protectable interests, and that it is reasonable and necessary for the protection of the Company's legitimate interests for the parties to further agree as follows:

(a) **DEFINITIONS.** As used in this Agreement:

- (i) **“Business Relationship”** refers to the relationship between the Company and its vendors, suppliers, independent contractors, contingent workers, licensees and licensors;
- (ii) **“Client”** means any individual or institutional client that is doing business with the Company, and any prospective individual or institutional client that is the subject (in whole or part) of a written or verbal bid, strategy or proposal by the Company or of demonstrable preparations by the Company to pursue a bid, strategy or proposal;
- (iii) **“Material Contact”** means (I) engaging in communications with the Client about the Client’s actual or prospective business relationship with the Company; (II) supervising or coordinating the Client’s business dealings with the Company; or (III) obtaining or learning Confidential Information from or about the Client as a result of the Employee’s association with the Company;
- (iv) **“Referral Firm”** means a third party that enters into a written services agreement (e.g., TIAA-CREF Advisor Master Agreement or Registered Advisor Master Agreement) with the Company;
- (v) **“Solicit”** means to engage in any communication that knowingly assists, induces or encourages the other party to take a desired action regardless of which party first initiated contact or whether the communication was in response to a question or inquiry;
- (vi) **“Termination Date”** is the date the Employee’s employment relationship with Company ends regardless of which party ends the relationship or why; and,
- (vii) **“Damages”** refers to monetary compensation or other relief that Company may claim or assert entitlement to arising from breach of this Agreement by the Employee.
- (b) **NOTICE OF TERMINATION OF EMPLOYMENT BY DESIGNATED EMPLOYEES.** If the Employee elects to resign from and terminate the Employee’s employment, the Employee must provide ninety (90) days of written notice (or electronic notice through the Company’s designated Human Resources system for communicating resignation from employment) of the Employee’s intention to resign and to end the Employee’s employment (the **“Notice Period”**). During any Notice Period, the Employee will follow the Company’s instructions regarding transition of duties and ongoing work responsibilities to whomever the Company directs. This includes an obligation by the Employee to use his or her best efforts to help the Company retain its clients and business relationships that the Employee has some material contact or

involvement with. During the Notice Period, the Employee shall not become employed by or engaged to provide any services to any third party without the prior written consent of the Company. During the Notice Period, the Company shall maintain its right to relieve the Employee of the Employee's job duties, to terminate the Employee's access to Company networks and communications systems and to require the Employee to provide the Company such services, or no services, as the Company may specify. **During the Notice Period, and except in circumstances as provided below, the Employee shall continue to be eligible to receive base compensation and to participate in all Company benefit plans and policies for which the Employee is eligible in accordance with the terms of such benefits plans or policies in effect from time to time.** The Company, while not having any obligation to provide the Employee with any period of notice of termination of employment, reserves the right, however, to accept the Employee's resignation and terminate the Employee's employment before the expiration of the Notice Period with no obligation for continued base compensation or employee benefits (as described in the preceding sentence) beyond the Employee's Termination Date by mutual agreement of the parties hereto or if Company concludes the Employee breached a term of this Agreement, violated a Company policy (including but not limited to the TIAA Code of Business Conduct) or unreasonably engaged in conduct that is inconsistent with TIAA's business needs or values.

(c) **RESTRICTION PROHIBITING INTERFERENCE WITH EMPLOYEES.** During the Employee's employment and for a period of six (6) months following the Employee's Termination Date, the Employee shall not, in person or through the direction or control of others (i) solicit, attempt to solicit, interfere with, or endeavor to cause any employee of the Company to terminate his or her relationship with the Company (except as may be required in the ordinary course of the Employee's employment with Company for Company's benefit) or (ii) induce or attempt to induce any employee to violate any legal obligations (contractual or otherwise) that he or she has to the Company.

(d) **RESTRICTION PROHIBITING INTERFERENCE WITH CLIENT RELATIONSHIPS.** During the Employee's employment (including any Notice Period) and for a period of twelve (12) months following the Employee's Termination Date, the Employee shall not directly or indirectly, on the Employee's own behalf or on behalf of any third party (including any Referral Firm), solicit, divert, take away, or attempt to solicit, divert, or take away any Client, with whom the Employee had Material Contact in the eighteen (18) months prior to the Employee's separation from employment, for the purpose of having such Client terminate, cancel, withdraw, reduce, diminish or limit, in any manner, the Client's relationship with the Company. The Employee stipulates that relationships between the Company and its Clients involve substantial goodwill and repeat business that is a valuable Company asset, and it is therefore reasonable to provide that such may not be misappropriated in violation of this Agreement for the Employee's own use or benefit or for the use or benefit of any third party, including any

Referral Firm.

(e) RESTRICTION PROHIBITING INTERFERENCE WITH OTHER BUSINESS

RELATIONSHIPS. During the Employee's employment and for a period of six (6) months following the Employee's Termination Date, the Employee shall not, in person or through the direction or control of others, solicit or attempt to solicit any party in a Business Relationship with the Company that the Employee had material dealings with or Confidential Information about during the last year of the Employee's employment with Company to terminate, cancel, withdraw, reduce, diminish, or limit, in any manner, its Business Relationship with the Company, except as may be required in the ordinary course of employment with Company and for Company's benefit.

(f) GEOGRAPHIC LIMITATIONS. Paragraphs 2(c) – (e) shall be deemed to have a reasonable geographic limitation because they are limited by their nature to only those specific region(s) where the person or entity that the restriction limits solicitation of or interference with is located and available for solicitation or interference. If on the Termination Date the region or geography covered is not clear to the Employee, the Employee will submit a written request for clarification to the Employee's immediate manager as of the Termination Date, and failure to do so will waive the Employee's right to claim ambiguity or a lack of understanding at a later time.

(g) SPECIAL REMEDIES. The Employee agrees that any violation of Section 2 of this Agreement will cause the Company to suffer damages that may be difficult to quantify at the time of the violation. Therefore, the parties agree that the special remedies below will address situations where a breach occurs prior to or in spite of injunctive relief or other remedies compelling specific performance, and that these formulas and values represent reasonable estimates of damage the Company will incur for such violations:

(i) If the Employee breaches Paragraph 2(c) of this Agreement and this causes (directly or indirectly) an Employee to leave the Company, the Employee will pay the Company a sum equal to 75% of base salary paid to the departing employee (at such employee's last applicable rate of base pay with the Company) to cover the direct and indirect costs of training a replacement for the employee. This payment shall be in addition to, and not lieu of recovery for any other actual or consequential damages suffered beyond direct and indirect training costs, or an order of specific performance, injunctive relief or other remedies designed to prevent further violations of this Agreement.

(ii) If the Employee breaches Paragraph 2(d) of this Agreement and this causes (directly or

indirectly) the Company to lose the business of the Client, the Employee agrees to pay to the Company, in addition to all other remedies available (including injunctive relief), as liquidated damages, and not as a penalty, for each Client for whom the Employee performs services following termination of employment with the Company the amount (as applicable) of: (a) the revenue received from each Client by the Employee or any entity with which the Employee associates during the twelve-month period following the Employee's termination from employment with the Company or the revenue received from each Client by the Company during the twelve-month period preceding the Employee's termination from employment with the Company, whichever amount is greater; and (b) the amount of any incentive compensation payment that the Employee received in the year preceding the termination of employment with the Company, plus, for employees whose position involves Client contact for business relationship purposes, the value (as computed by the Company) of the Company's investment in the Employee's retention, including without limitation the Company's incurred costs in recruiting, training and developing the Employee, which the Employee acknowledges is a minimum of the INR equivalent of \$25,000.

(iii) If the Employee breaches a post-employment restriction in this Section 2, then the post-employment time period for the violated restriction shall be extended by one day for each day the Employee is in violation of the restriction but not to exceed a length of time equal to the period of post-employment restriction originally provided for, so that Company receives the length of compliance originally provided for in this Agreement.

3. THE COMPANY'S OWNERSHIP OF WORK PRODUCT

(a) **WORK PRODUCT DEFINED.** "Work Product" means any information or material, regardless of form, that the Employee may directly or indirectly generate or produce (whether or not patentable, registrable, recordable or protectable by copyright and regardless of whether the Company pursues any such protection), including, but not limited to, software, source code, copyrights, trademarks, service marks, domain names, domain name registrations, documentation, memoranda, concepts, ideas, designs, inventions, processes, new developments or improvements, and algorithms, which do not infringe upon or violate and will not infringe upon or violate any other information, material, intellectual property or proprietary right of any third party. Work Product also includes, but is not limited to, present and future discoveries, strategies, analyses, research and any other intellectual property, whether or not patentable, registrable, recordable or protectable by copyright).

(b) **WORK PRODUCT IS COMPANY PROPERTY.** All Work Product of the Employee that (i) is developed within the scope of the Employee's employment or with the assistance of Confidential Information, equipment, tools, facilities, personnel, or other resources or (ii) relates

to a line of business that Company is engaged in or may reasonably be anticipated to engage in based on actual or demonstrably anticipated research or development shall be considered Company property and “works made for hire”; and, as a result, all copyrights, mask rights, moral rights, and rights of control, development, distribution, and reproduction of every kind shall be deemed solely and exclusively owned by the Company. The Employee hereby irrevocably, absolutely and perpetually assigns, transfers, and conveys to the Company, the Employee’s entire right, title, and interest in and to all such Work Product, and in and to all patent, copyright, and trademark applications and patents, copyrights, and trademarks for such Work Product. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957 of India, any assignment in so far as it relates to copyrightable material shall not lapse, nor shall the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. The Employee shall keep accurate records of all Work Product and, within ten (10) days of any written request by the Company, disclose fully in writing to the Company all Work Product that the Employee has conceived or developed, in whole or in part, during the Employee’s employment. The Employee shall execute all documents or instruments the Company may request or deem necessary and take all other lawful actions at the Company’s expense that the Company may request to vest, protect, memorialize, maintain, or exploit the Company’s right, title, and interest in and to any Work Product.

(c) **CERTAIN WORK PRODUCT NOT DEEMED COMPANY PROPERTY.** The Employee shall not be required to assign, transfer or convey to the Company any right, title or interest that the Employee may have in or to any Work Product that the Employee invents, discovers, makes, or conceives during the Employee’s employment if, and only if, (i) no Company property, including Confidential Information, is or was used in the Work Product’s creation; (ii) the Employee developed the Work Product entirely on the Employee’s own time; (iii) the Work Product does not relate to the Company’s business or any Company research or development; and (iv) the Work Product is not in any way a result of any work the Employee performed for the Company. It is the Employee’s burden to demonstrate that Work Product is not deemed Company property.

(d) **COMPANY’S LICENSE TO USE INTELLECTUAL PROPERTY.** The Employee hereby grants to the Company a perpetual, irrevocable, fully paid-up, royalty-free, worldwide license to the use and control of any item of intellectual property (be it invention, work, idea, discovery, development, or other), whether or not conceived or created during employment, that is incorporated into a product or service of the Company by the Employee, alone or with others, and to which the Employee retains ownership rights that are not otherwise assigned, transferred or conveyed to the Company through this Agreement.

4. EMPLOYEE MUST RETURN ALL COMPANY PROPERTY. The Employee shall not remove any Company property, regardless of form and including, but not limited to, Confidential Information, from the Company's premises, except as authorized and required for the Employee to perform the Employee's job duties. The Employee shall also diligently search for and promptly surrender to the Company, upon request during the Employee's employment, and immediately upon the Employee's Termination Date, any Company property existing in tangible, written or electronic form in or under the Employee's possession or control, including, but not limited to, assets and property documents, Confidential Information, records, client or prospective client information, employee information, vendor or supplier information, contractor information, financial data or material of any kind, sales material, technical data, credit cards, badges or entry cards, keys, key fobs, laptop computers, handheld or mobile devices, software, disks, blackberry mobile device, cell phone, files, books, papers, information, memos, compact disks, data files, computer programs and any other equipment belonging to the Company. The Employee irrevocably permits the Company to inspect any equipment or materials provided by the Company to the Employee upon request by Company or on the Employee's Termination Date. Following the Termination Date, the Employee shall certify compliance with this Section upon request by the Company. The Employee will be liable to pay damages including cost of such goods, equipment etc. as may have been provided to the Employee by the Company in case the property is not returned to the Company in good condition.

5. COMMUNICATING ABOUT THE COMPANY AFTER SEPARATION. A former employee shall not, after separation from employment with the Company, directly, indirectly or anonymously, make or cause to be made about the Company: (a) any statements or comments, through the Internet, industry outlets or channels, social media, television, radio, print media, or before or to any other audience (including to current, former or prospective Company clients, participants or employees), stating or implying that the Company's services or business practices are or were inconsistent with industry standards, unlawful or otherwise improper; or (b) any statements or comments through the Internet, industry outlets or channels, social media, television, radio, print media, or before or to any other audience (including to current, former or prospective Company clients, participants or employees) that harass (as defined in the Company's Equal Employment Opportunity Policy), threaten, or make knowingly false statements against the Company's trustees, representatives, officers, directors, or employees.

6. EMPLOYEE MUST NOTIFY FUTURE EMPLOYERS OF THESE OBLIGATIONS. The Employee shall disclose the Employee's obligations under this Agreement to any prospective or future employer or contractor before commencing employment with or providing services to any such employer or contractor. This obligation shall remain in force for three years following the Employee's separation from employment with the Company or for the Employee's next

three places of employment (or contracting/consulting), whichever occurs sooner. The Employee shall provide any such employer or contractor with a copy of this Agreement, whether or not requested by such employer or contractor. The Company retains discretion to notify any such employer or contractor at any time of the existence of this Agreement, the Employee's obligations under same and any concerns as to possible noncompliance by the Employee. The Employee consents to such communication by the Company to any future employer or contractor of the Employee's at any time and agrees not to assert any claim or cause of action against the Company based on such a communication. [This provision does not relieve the Employee of any ongoing obligations set forth in this Agreement that require compliance beyond three years from the Employee's separation from employment.]

7. A COURT OF LAW MAY COMPEL EMPLOYEE TO HONOR THESE OBLIGATIONS. The Employee's actual or threatened breach of this Agreement shall entitle the Company to temporary, emergency, preliminary, and permanent injunctive relief to compel the Employee's specific performance of the Employee's obligations under this Agreement, it being agreed that any breach or threatened breach of this Agreement by the Employee would cause immediate and irreparable injury to the Company that could not be adequately compensated by money damages. Notwithstanding any requirement to arbitrate the ultimate merits of any claim for the Employee's breach, including any requirement imposed by the Financial Industry Regulatory Authority's Code of Arbitration Procedure (if applicable), the Company shall be entitled to obtain temporary, emergency, or preliminary injunctive relief in court. If arbitration applies, such court shall have equitable authority to engage in partial enforcement or reformation of the Agreement as needed for temporary enforcement to avoid irreparable harm pending a final award or other relief awarded in arbitration. The Company shall be entitled to expedited discovery without the need for a court order authorizing such discovery, including depositions, in connection with any proceeding alleging breach or threatened breach of this Agreement, regardless of whether expedited discovery would otherwise be available under applicable law. Nothing herein prohibits Company from seeking other equitable or legal remedies for a breach or threatened breach, including the recovery of money damages. Company will be entitled to reasonable attorneys' fees, expenses, and costs incurred with respect to any action to enforce this Agreement, including costs associated with computer forensics and the retention of experts. The Company shall be deemed the prevailing party for purposes of recovering its attorneys' fees and costs described above if it recovers any element of injunctive relief or damages, even if the relief granted is less than what the Company sought or the Court needs to reform the Agreement to enforce it.

8. FORM OF PARTIES' SIGNATURES AUTHORIZED. The parties acknowledge that the form of signature provided below is binding upon them as follows:



(a) If electronic signature is requested by the Company, Employee affirms his/her voluntary intent to enter into and authenticate this Agreement by electronic means. Employee understands and agrees that his/her electronic signature has the same binding effect as Employee's actual written signature. Employee affirms that he/she is the sole signer of this Agreement by electronic means, and that no forgery, alteration or other concern exists as to the validity of Employee's execution of this Agreement in this manner. Employee understands that this Agreement may be requested or made available in non-electronic form without cost.

(b) The Company name, designated officer, department and corporate logo/trademark printed in the Company Representative section below acts as the Company's signature, reflecting its intent to execute and authenticate this Agreement.

9. **SURVIVAL.** This Agreement will remain in effect despite any change in the Employee's position, duties, salary, or other terms of employment with Company (including any successor TIAA-affiliated employing entity). The post-employment obligations of the Employee shall survive the end of the Employee's employment regardless of whether the Employee or Company terminates the employment relationship or why. This Agreement shall not be construed to limit or replace any legal duties the Employee would otherwise have to the Company absent this Agreement. The existence of any claim or cause of action by the Employee against the Company based on alleged duties or obligations arising outside of this Agreement, in whole or in part, shall not be a defense to the enforcement of this Agreement by Company.

(a) If a restriction on the Employee herein is ruled overbroad and unenforceable as written or pursuant to any governing occupational rules of professional conduct (as applicable), then the ruling Court or arbitrator (if applicable) shall enforce the restriction in such narrower manner as is necessary for lawful enforcement in the jurisdiction and if needed reform the Agreement to the extent necessary for such enforcement. If despite the foregoing a provision of this Agreement remains illegal or unenforceable as determined by a Court, then said provision shall be treated as if absent and never included in this Agreement and it shall not affect the validity or enforceability of any other provision of this Agreement.

(b) The Employee may have previously entered into other agreements with the Company that impose restrictions and/or obligations on the Employee concerning topics covered in this Agreement. This Agreement supersedes and cancels all prior or contemporaneous written agreements specifically titled "Confidentiality and Non-Solicitation Agreement" or "TIAA Confidentiality and Non-Solicitation Agreement" that the Employee may have entered into with the Company, but no others; provided, however, that if this Agreement is found to be void or unenforceable by a Court, then any prior agreement between the parties concerning the same

subject matter that was replaced by this Agreement will no longer be considered superseded and will spring back into effect and application as if never superseded. If any written agreement between the Employee and the Company that is not specifically superseded by the preceding sentence imposes restrictions and/or obligations on the Employee that conflict with terms in this Agreement, those restrictions and/or obligations that the Company deems more protective of its interests shall govern.

10. OTHER MISCELLANEOUS PROVISIONS. The terms of this Agreement and any disputes arising out of it shall be construed under and governed by the laws of India notwithstanding any conflict of law principles of any jurisdiction to the contrary. This Agreement shall inure to the benefit of Company, Company's parent, subsidiaries, affiliates, companion companies, successors and assigns, and will bind Employee, and Employee's heirs, executors, and administrators. Employee consents to the assignment of this Agreement by the Company at its discretion. Without the need for any such assignment, Employee's obligations to the Company under this Agreement shall extend to TIAA and any affiliate, companion entity or subsidiary of TIAA, now existing or formed in the future, that employs Employee, that Employee provides services to, or from which Employee receives Confidential Information, any one or more of which may enforce this Agreement to protect its legitimate business interests and all of which shall be considered part of Company for such purpose. Employee's obligations under this Agreement are personal in nature and shall not be assigned by Employee to another party. This Agreement may not be modified or amended by the parties except in writing as authorized by the Company expressly stating an intent to do so; any modification or amendment of this Agreement to Employee's benefit (as determined by the Company) shall not require further electronic or written execution by Employee. No waiver by Company of a breach by Employee shall be deemed to be a waiver of any subsequent or separate breach.

The paragraph headings in this Agreement are inserted for convenience only and are not intended to affect the interpretation of this Agreement.

11. EMPLOYEE'S AFFIRMATION OF THOROUGH REVIEW. EMPLOYEE AFFIRMS THAT EMPLOYEE HAS CAREFULLY READ THIS AGREEMENT, KNOWS AND UNDERSTANDS ITS TERMS, CONDITIONS AND EFFECTIVE DATE, AND HAS HAD THE OPPORTUNITY TO ASK ANY QUESTIONS THAT EMPLOYEE MAY HAVE HAD PRIOR TO SIGNING THIS AGREEMENT.

TIAA Global Business Services India Private Ltd.

* * *



ACCEPTANCE

I, Shruti Vishwanath Shetty, hereby accept the terms and conditions of this offer (including the terms and conditions of the Schedules attached herein) for employment with TIAA GLOBAL BUSINESS SERVICES (INDIA) PRIVATE LIMITED (“the Company”) and agree to join on July 24, 2023 or such later date as may be communicated to me by the Company. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

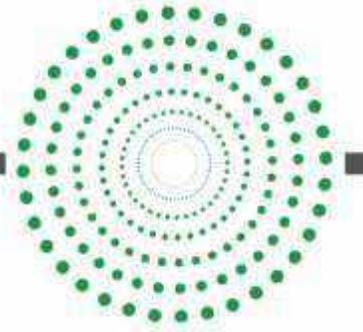
Further, as part of this offer acceptance, I agree to have understood my compensation structure (break up), including discretionary annual performance based variable pay, organizational hierarchy, scope and level of the role offered to me.

The attached contract is comprehensive and there are no other explicit or implied commitments or promises made to me by TIAA GBS or any of its affiliates or Partners.

I also acknowledge that I have received satisfactory clarifications to all my queries.

Sign1: *Shruti Vishwanath Shetty*
Shruti Vishwanath Shetty (Mar 9, 2023 13:03 GMT+5.5)

Name: Shruti Vishwanath Shetty



August 02, 2022

Offer of Employment with Dolat Group

Dear Jayesh Badwal,

It is my pleasure to extend the following offer of employment to you on behalf of Dolat Group further to the interview and discussions you have had with us. You are expected to join duly on 05/06/2023.

Dolat Group is pleased to offer you a position of Infrastructure Software Developer. You will be on a probation period of six months. We trust that your knowledge, skills and experience will be amongst our most valuable assets.

Offer stands cancelled in case of any deviation in information or if you fail to report to us on or before pre-decided date.

You will need to submit all your (original on demand for verification only) qualification documents, relieving documents and salary slip (if any) of last six months with a copy of each, on the date of joining.

Your paid holidays for a year are 21 working days calculated on pro-rata basis.

Your CTC will be 17.00 Lakhs (Bifurcations are as given in the annexure).

As an incentive to retain you throughout the period of employment, we shall pay you a sum of Rs 6,00,000/- as Retention Bonus as explained below.

Rs 50,000/- after completion of every 06 months for 03 years and Rs 75,000/- every 6 months in the 4th & 5th year.

Accept Job Offer,

By signing and dating this letter below, I, accept the job offer of Infrastructure Software Developer by Dolat Group

Signature: _____ Date: _____



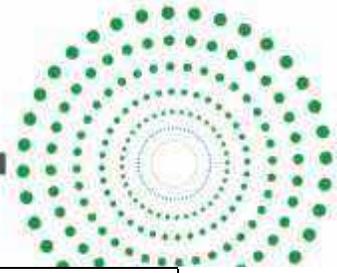
022-6692 2045



hrteam@dolatcapital.com/
www.dolatcapital.com



901, Peninsula Park, Off Link Road, A-4 Veera Desai Industrial Estate, Andheri West, Mumbai, Maharashtra, 400 058



Offer Letter Contd... ANNEXURE
 SALARY BIRFURCATIONS ARE AS UNDER:

Company Cost : 11.00 LPA			
Salary Heads		MONTHLY	YEARLY
Basic Salary		33333.00	399996.00
HRA Allow		16667.00	200004.00
CCA		18050.00	216600.00
	A	68050.00	816600.00
Fixed/Variables	B		100000.00
Flexible Heads			
Food Coupon		1250.00	15000.00
LTA		3500.00	42000.00
MOTOR CAR		4000.00	48000.00
Professional Dev		1250.00	15000.00
Telephone		1500.00	18000.00
	C	11500.00	138000.00
Mediclaime Policy	D		2000.00
Gratuity	E		20000.00
EPF	F		23400.00
TOTAL TAKE A To F		79550.00	1100000.00

- PN : 1.All in rounded figures. Payheads may be inter changed later on.
 2.Perks & EPF are optional. A declaration is required for opting out of the EPF.
 3.Employer contribution of EPF included in the CTC. Both employee + employers amount shall monthly be deposited in your EPF A/c with the Government.
 4. Gratuity 2% of the CTC. Rounded to nearest.
 5. Tax may vary depends upon your Investments & previous employer's salary.

We look forward to an enduring relationship with you.

Yours Sincerely,



JIGAR P SHAH – Dolat Capital Market Pvt Ltd



022-6692 2045



hrteam@dolatcapital.com/
 www.dolatcapital.com



901, Peninsula Park, Off Link Road, A-4 Veera Desai Industrial Estate, Andheri West, Mumbai, Maharashtra, 400 058



Ingram Micro India SSC Private Limited
CIN: U51101MH2012PTC237694

Tel+ 91-22-39894645
Fax +91-22-30561000

Registered Office:
Unit No. 202, Second Floor, Akruti Corporate Park, LBS Marg,
Next to GE Gardens, Kanjur Marg (West), Mumbai 400078

Date:

To,

Mrs. RIDHAM BHEDA
MUMBAI

Sub: Letter of Engagement

Dear

We are pleased to inform you that based on the technical evaluation and panel interviews, you have been selected for the position of "Trainee Software Developer" at Ingram Micro. The Compensation details is set out in Annexure A. This is subject to normal applicable standard deductions as per Company's policies.

You would be under probation for 1 year following the commencement of employment. Your confirmation at the end of the probation period is subject to successful completion of your performance review.

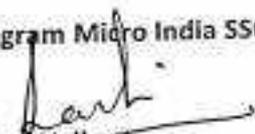
Please note that the company believes in 'Re-engineering' as a continuous process, and therefore, designations, responsibilities and location are subject to modifications in line with the business objectives.

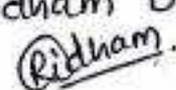
A detailed offer letter will be provided on completion of required documentations prior to your date of joining.

Please sign a copy of this letter as your acceptance and return the same to us.

We look forward to welcome you at INGRAM MICRO!

For Ingram Micro India SSC Pvt. Ltd.


Lakshmi Vohra
HR Lead

Date: 9/9/2022
Name: Ridham Bheda
Signature: 

Ingram Micro India SSC Private Limited
 CIN: U51101MH2012PTC237694
 Registered Office:
 Unit No. 202, Second Floor, Akruhi Corporate Park, LBS Marg,
 Next to GE Gardens, Kanjur Marg (West), Mumbai 400078

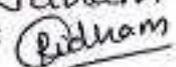
Tel+ 91-22-39894645
 Fax +91-22-30561000

ANNEXURE 'A'		
Components	Monthly Compensation	Annual Compensation
Basic	23062	276744
HRA	11531	138372
Personal Pay	6919	83028
LTA	4612	55344
Fixed Compensation (A)**	46124	553488
Employer Provident Fund Contribution	2767	33204
Gratuity*	1109	13308
Total Retirals (C)	3876	46512
Total Compensation (TAC)	50000	600000
Cost to Company (CTC) - (A+B+C)		

Bills/Supporting to be produced to avail tax exemption, subject to IT rules
 **Income Tax and P.T deductions as applicable
 *Gratuity as per The Gratuity Act 1972

For Ingram Micro India SSC Pvt. Ltd.


 Lakshmi Vellore
 HR Lead

Date: 9/9/2022
 Name: Ridham Bheda
 Signature: 

JPMORGAN CHASE & Co.

Message from Jamie Dimon, Chairman and CEO

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

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

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

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

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

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

A handwritten signature in black ink, appearing to read "Jamie", with a large, stylized initial "J" to the left.



06-Apr-2023

Rissa Chettiar
58/457, Lourdes Villa, Motilal Nagar No.3, M.G. Road,
Near Azad Maidan, Goregaon West,
-400104
MUMBAI
Maharashtra
INDIA

Dear Rissa Chettiar,

Your Employment by J.P. Morgan

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

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

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

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

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 08-Apr-2023.

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

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

APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

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

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

A2. Employment Commencement Date

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

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

A3. Working Hours / Place of Work

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

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

A4. Remuneration

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

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

Special Cash Award

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

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.

Relocation Lump Sum

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

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

A5. Probationary Period

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

A6. Leave Entitlement

A6.1 Annual Leave

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

A6.2 Other Leave

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

A7. Benefits

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

A8. Retirement Scheme

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

A9. Notice Period

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

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

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.

APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

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

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

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

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

B2. Remuneration

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

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

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any

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

B3. Incentive Compensation

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

B4. Termination

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

- iii) disobey the Company's lawful and reasonable instructions/requirements;
 - iv) habitually neglect your duties; or
 - v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.
- B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:
- (a) suspend you from the performance of any duties or assign you alternative duties;
 - (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
 - (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
 - (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
 - (e) remove your access to the Company premises and computer systems;
 - (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
 - (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.
- B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.
- B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.
- B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.
- B4.6 During any Notice Period:
- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
 - b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.
 - c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave

B5.1 Annual Leave

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

B5.2 Sick Leave

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

B5.3 Suspension Leave

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

B6. Confidentiality

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

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

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

B7. Return of Company Property

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

B8. Post Employment Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.
- B8.4 In this paragraph B8:
- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
 - b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
 - c) "Restricted Client" means any person:
 - i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.
 - d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

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

B9. Code of Conduct and Staff Regulations and Affirmation

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

- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
- (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.

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

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

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

B10. Working Hours

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

B11. Retirement Benefits

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

B12. Miscellaneous

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

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

B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation

payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

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

B13. Contract Execution

B13.1 You acknowledge and agree that:

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

B14. Governing Law and Jurisdiction

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

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

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

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

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

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

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

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

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

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

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

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

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

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

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

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts

2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

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

Global Personal Trading Policy:

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

Conflict of Interests and Outside Interests:

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

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

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

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

Acceptance and Code Affirmation:

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

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating

compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

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

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

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

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

APPENDIX D – SPECIFIC CONSENTS

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

Annexure – 1

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

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

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

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship

which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195awa of the Copyright Act, 1968 (Cwlth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

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

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

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

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

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

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

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use

thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

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

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

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

Annexure- 2

Consent for Use, Transfer and Verification of Personal Data

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

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

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

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;
- (vi) Biometric information;
- (vii) any detail relating to the above clauses as provided to the Company in relation to your

employment or contractual relationship with the Company; and

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

Company or provide employment related benefits.

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

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

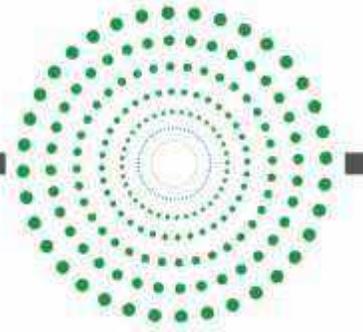
Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000

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

Accepted By: Rissa Chettiar

Accepted Date: 2023-04-06T05:45:08.898+00:00

IP Address: 103.178.49.222



August 02, 2022

Offer of Employment with Dolat Group

Dear Vanessa D'mello,

It is my pleasure to extend the following offer of employment to you on behalf of Dolat Group further to the interview and discussions you have had with us. You are expected to join duly on 05/06/2023.

Dolat Group is pleased to offer you a position of Infrastructure Software Developer. You will be on a probation period of six months. We trust that your knowledge, skills and experience will be amongst our most valuable assets.

Offer stands cancelled in case of any deviation in information or if you fail to report to us on or before pre-decided date.

You will need to submit all your (original on demand for verification only) qualification documents, relieving documents and salary slip (if any) of last six months with a copy of each, on the date of joining.

Your paid holidays for a year are 21 working days calculated on pro-rata basis.

Your CTC will be 17.00 Lakhs (Bifurcations are as given in the annexure).

As an incentive to retain you throughout the period of employment, we shall pay you a sum of Rs 6,00,000/- as Retention Bonus as explained below.

Rs 50,000/- after completion of every 06 months for 03 years and Rs 75,000/- every 6 months in the 4th & 5th year.

Accept Job Offer,

By signing and dating this letter below, I, accept the job offer of Strategy Software Developer by Dolat Group

Signature: _____ Date: _____



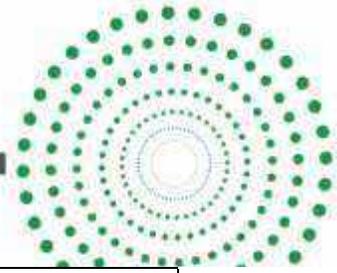
022-6692 2045



hrteam@dolatcapital.com/
www.dolatcapital.com



901, Peninsula Park, Off Link Road, A-4 Veera Desai Industrial Estate, Andheri West, Mumbai, Maharashtra, 400 058



Offer Letter Contd... ANNEXURE
SALARY BIRFURCATIONS ARE AS UNDER:

Company Cost : 11.00 LPA			
Salary Heads		MONTHLY	YEARLY
Basic Salary		33333.00	399996.00
HRA Allow		16667.00	200004.00
CCA		18050.00	216600.00
	A	68050.00	816600.00
Fixed/Variables	B		100000.00
Flexible Heads			
Food Coupon		1250.00	15000.00
LTA		3500.00	42000.00
MOTOR CAR		4000.00	48000.00
Professional Dev		1250.00	15000.00
Telephone		1500.00	18000.00
	C	11500.00	138000.00
Mediclaime Policy	D		2000.00
Gratuity	E		20000.00
EPF	F		23400.00
TOTAL TAKE A To F		79550.00	1100000.00

- PN : 1.All in rounded figures. Payheads may be inter changed later on.
 2.Perks & EPF are optional. A declaration is required for opting out of the EPF.
 3.Employer contribution of EPF included in the CTC. Both employee + employers amount shall monthly be deposited in your EPF A/c with the Government.
 4. Gratuity 2% of the CTC. Rounded to nearest.
 5. Tax may vary depends upon your Investments & previous employer's salary.

We look forward to an enduring relationship with you.

Yours Sincerely,



JIGAR P SHAH – Dolat Capital Market Pvt Ltd



022-6692 2045



hrteam@dolatcapital.com/
 www.dolatcapital.com



901, Peninsula Park, Off Link Road, A-4 Veera Desai Industrial Estate, Andheri West, Mumbai, Maharashtra, 400 058

July 29, 2022

Mr. Dilton Dsouza

Email id: diltondsouza1@gmail.com

Sub: Letter of Intent - Quantiphi Analytics Solutions Private Limited ('Company')

Dear Dilton Dsouza,

We are pleased to offer you the position of **Intern - Business Analyst** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company").

Your salary during the course of full-time employment will be **INR 8,50,000/-** annually on a cost to company basis.

Fixed Component	QCDP Reward	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

As a part of your onboarding process, you will undergo a four-month internship ('Virtuverse') with us and thereby leading to confirmation as a full-time employee based on your performance.

'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc.

During the period of internship, you will be paid a fixed amount of INR 23,000/- per month as stipend and all other allowances/benefits will be shared with you by February 2023.

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company.

The Letter of Intent needs to be accepted within 48 hours, else it will be considered as null and void.



Authorized Signatory
 Mohini Palchowdhury
 (Head - Human Resources)



Agreed and Accepted
 Dilton Dsouza

10 June 2023

Austin Bernard Fernandes
RSM BOYS HOSTEL

Dear **Austin** ,

Subject: **Offer of employment.**

We are pleased to offer you an appointment in our organization as **Developer** in **Band - VB** and your initial posting will be at location **Mumbai - Vikhroli** in **Technology** vertical.

The proposed remuneration and benefits for the position offered are enclosed.

This offer of employment is subject to:

- A) Verification of the documents / references submitted by you to the Company
- B) Your acceptance of the offer along with the terms and conditions.

In case of acceptance, you are required to join us latest by **16 June 2023** , failing which the offer shall stand withdrawn automatically, unless otherwise communicated to you in writing.

Please sign and return duplicate copy of this letter in token of your acceptance within seven days from the date of offer.

We welcome you and wish you a long and successful career with us.

With Best Wishes,

Yours sincerely,

For ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED

Pallavi Ninad Khot

Talent Acquisition Manager

ACKNOWLEDGEMENT

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

Signature: _____

Place: _____

Date: _____

Name	Austin Bernard Fernandes	
Designation	Developer	
Band	VB	
Department	Technology	
Location	Mumbai - Vikhroli	
Payroll	Rs. (Per Month)	Rs. (Per Annum)
Base Pay	10,125.00	121,500.00
HRA	5,063.00	60,750.00
Personal Pay	19,211.00	230,526.00
Statutory Bonus	1,400.00	16,800.00
Provident Fund (Employer)	1,215.00	14,580.00
Gratuity	487.00	5,844.00
ESIC (Employer)	0.00	0.00
Gross Fixed Salary	37,500.00	450,000.00
Company contribution towards Provident Fund, Gratuity, ESIC and/or any other statutory benefit is in accordance with the applicable laws from time to time.		
Performance bonus, as per policies and conditions prevalent from time to time.		

Note:

- The above mentioned gross fixed salary does not include Mobile and Business travel conveyance expenses as well as Health insurance, Life Insurance and Group (Personal) Accident Insurance (which would be applicable as per the prevalent Scheme of the Company).
- The present designation is subject to change depending upon work assignment from time to time.

- Your compensation can be restructured at any time protecting the gross salary.



TIAA Global Business Services (India) Private Limited

Registered office: 7th Floor, Winchester Building
Powai Business District, Powai,
Mumbai, Maharashtra – 4000076

CIN: U72901MH2016FTC279876
Phone: +91 22 62298000

March 9, 2023

Happy Varughese Cherian
S/O Varughese Cherian Flat no 6
Gangotri Appt Near Shalimar Chowk
Daund, Daund, Pune- 413801
Maharashtra
India

Dear Happy:

It is with great pleasure that we extend you a Contingent offer of employment, based provisionally upon your eligibility, qualification and Back Ground Verification parameters being met in a timely manner, at TIAA Global Business Services (India) Private Limited (“GBS”) or (“the Company”), which is a subsidiary of Teachers Insurance and Annuity Association of America (“TIAA”) incorporated in India. This offer is subject to the following terms and conditions:

1. Position and Probation

1.1 You will assume the responsibility of Trainee, Software Developer with a start date on or before July 24, 2023 as discussed with your Human Resource representative.

1.2 You are assigned to work out of our Pune, India Location.

1.3 Your employment will be contingent upon the successful completion of a Three Hundred and Sixty five (365) days initial probationary period, which period shall commence from the date of your joining the Company. Notwithstanding anything stated in section 6.1 herein, during the probationary period your employment can be terminated by either you or GBS giving to the other thirty (30) days of notice in writing. If your performance is satisfactory to the Company during this probationary period, then notice of termination by either party shall be extended after the probationary period to the period of time specified in Section 6.1. The Company may also choose to extend such probationary period, in accordance with law.

1.4 The normal hours of work at GBS are forty-five (45) per week, Monday through Friday, and will be established for you by your manager. Subject to applicable laws, however, actual working hours, their timing and weekly holidays may vary with the duties and requirements of your position consistent with a 24 x 7 multi-shift work environment and other business needs as GBS may specify.

2. Duties and Responsibilities / Transfer

2.1 The duties and responsibilities required for the position offered to you are set forth in the job description provided to you before and/or during your interview with GBS. You may be required to perform other duties as required by the Company from time to time. You shall not refuse to perform other duties and undertake responsibilities as and when called upon by your reporting manager, if any.

2.2 The Company has a right to assign, transfer, second or depute you to any affiliates, departments, subsidiaries or associate companies of the Company or to any group companies in which the Company may be having interest whether existing or which may be set up or established or acquired in future in any other location in India or to any third parties. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer you will be governed by the relocation policies and policies of the Company existing at that time.

2.3 You shall devote all of your skill, knowledge and working time to the conscientious performance of your duties and responsibilities and you shall perform your duties with diligence and devotion. Since this is a full-time employment with the Company, while in the employment of the Company, you are not allowed to be employed in any other organization on a permanent, temporary or part time basis nor shall you offer your services with or without consideration to any physical person, legal entity or public authority or be occupied in your own

business, without the prior written consent of the Company. You will comply with all directions given to you by the Company and faithfully observe all the rules, regulations, and arrangements applicable to you.

2.4 Your provisional employment will, in addition to the terms and conditions of this offer of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time, including those as may be provided in the Company's policies service rules, code of conduct, etc. The contingent nature of this offer of employment, shall be discharged and be set for regularization of your employment, when:

2.4.1 You pass all subjects required to be cleared in order for you to graduate your course

2.4.2 You have been given an all cleared Degree by your institution

2.4.3. Your Back ground verification is concluded successfully, by TIAA India or it's assigned third party

2.4.4. All the above activities are concluded within 6 months of your receipt of the provisional degree and final semester mark sheet

2.4.5. If you are not convicted of a crime or indicted in a criminal activity

2.5 You shall not engage in activities that could result in a conflict of interest with the Company without prior approval from your manager. Any conflict of interest or potential conflict of interest shall be disclosed to the Company.

2.6 Your provisional employment will also be governed by statutory laws enacted by the government or local authorities as may be applicable from time to time. You shall comply with all applicable laws, regulations, and government orders of India, now or hereafter in effect, relating to your employment by the Company, including but not limited to the provisions of the Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States of America and the Bribery Act 2010 of the United Kingdom. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your provisional employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

3. Compensation, Benefits & Reimbursements

3.1 Your annual fixed compensation will be ₹1,000,000.00 Indian Rupees (INR).; subject to deduction at source (tax withholding) as per applicable income tax and any other prevailing applicable regulation in force from time to time during your provisional employment with GBS. Please see Schedule B attached hereto for detailed break-down of the compensation structure.

3.2 You will be reimbursed for expenses reasonably incurred in connection with the performance of your duties in accordance with the Company's policies as established from time to time.

4. Code of Business Conduct; Protection of Confidential Information and Other Business Interests

4.1 The Company's corporate policies reflect its core values and leadership standards. The Code of Business Conduct for the Company (the "Code") embodies the guiding principles for its policies. As a condition of this offer of employment, you agree to fully comply with the Code. A copy of the Code of Business Conduct is enclosed with this letter. Please read it carefully in considering this offer. You shall also comply with all the other Company's policies, rules and procedures as may be drafted, enforced, amended and/or altered from time to time during the course of your employment.

4.2 The Company expects you to treat seriously your confidentiality obligations under the Company's Code and be diligent in protecting the trust placed in the Company by its constituents to maintain the sensitivity and confidentiality of the Company's and/or TIAA's confidential information. Your obligations under this policy are serious matters. Accordingly, as a condition of employment with the Company, you must sign the "Confidentiality, Intellectual Property Assignment and Non-Solicitation Agreement" on or before your start date. A copy of the said agreement, the Code is attached.

5. Code of Ethics Policy - Personal Trading

5.1 In order to comply with applicable laws, the Company has developed personal trading policy & procedures for employees associated with various regulated entities within TIAA family. TIAA GBS, its affiliates and successors, employees and contractors, designated as "Covered Persons", are covered under the personal trading policy. TIAA GBS policy Statement on Personal Trading defines the "Covered Persons" and mandates such persons to safeguard the confidentiality of all such information which he/she obtained directly or indirectly during the

course of performance of official duties. The policy requires Covered Persons to safeguard the confidentiality of all such information which he/she obtained directly/indirectly in the course of performing the official duties. The policy requires Covered Persons to complete the mandatory training and mandates the obtaining of pre- clearance approval of their trades before booking a trade in any stock exchange outside India.

5.2 For trades on the Indian Stock exchange(s) “Covered Persons” , are prohibited from making any trade in a Subsidiary/ Affiliate of the Corporation, which has shared Confidential information, of such nature that it may be construed as Insider Information to TIAA or TIAA family (including TIAA GBS), impacting the value of the securities of the Indian subsidiary. Pre clearance and approval shall be required before booking such trades (as maybe construed to be based on parent corporation Insider Information) in an Indian Stock Exchange (s).

6. Termination

6.1 Except as provided in Section 1 and Section 2.4.1, your provisional employment may be terminated at any time by either you or GBS giving to the other thirty (30) days of notice in writing. The Company may in its sole discretion decide to pay you in lieu of notice.

6.2 Notwithstanding the provisions of Section 6.1 or anything else to the contrary, the Company may terminate your provisional employment with immediate effect without notice or payment in lieu of notice, for any of the following reasons as determined by the Company in its sole discretion:

(a) fraudulent, dishonest or undisciplined conduct on your part, including dishonest or wrongful disclosure of your bio-data or information at the time of interview, appointment or during the course of employment;

(b) you are found to have willfully suppressed material information at the time of interview, appointment or during the course of employment;

(c) your breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company’s property;

(d) your failure to comply with the directions given to you by your manager or any other authorised person;

(e) your insolvency or conviction for a criminal offence or you are found to be involved in any act which is punishable as an offence under the Indian Penal Code, 1860 within or outside the

premises of the Company;

(f) your breach of the terms or conditions or the Company's policies including disciplinary and improvement policies as applicable from time to time, whether or not instituted post your acceptance of these terms of offer or other directions of the Company;

(g) you abetting a strike in contravention of any law for the time being in force;

(h) your unauthorised absence for a continuous period of seven (7) days from work (including due to unapproved overstay of leave/ training);

(i) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients;

(j) any misconduct on your part, as provided under law and/or under the Company's policies.

(k) non-adherence to health and safety guidelines laid down by the Company for the safety and protection of its employees

(l) If you refuse to cooperate with any ongoing investigations, enquiries or fact findings

6.3 The Company may set off any amounts owing and payable by you to the Company at the date of termination against any amount then payable to you by the Company.

6.4 If your contingent employment is terminated by reason of the liquidation of the Company for the purpose of reconstruction, merger, spin-off, acquisition, amalgamation or by reason of any reorganization of the Company or any other corporate action (including a transfer of establishment/unit/undertaking) and if you have been offered similar employment with the company succeeding to the Company upon such event on terms no less favorable to you than the terms in effect under this letter, then you shall have no legal or contractual claim against the Company by reason of the termination of the contingent employment.

7. Representations

7.1 You confirm that (a) you do not have any contractual, regulatory or other impediments that restrict your acceptance of this contingent offer of employment, (b) you understand and agree that it is a condition of this offer, including without limitation any compensation or other remuneration, that there are no constraints on your ability to accept this offer or fully perform

the duties of the position offered and (c) you have disclosed in writing to the undersigned Company representative any employment-related contractual obligation you may have with any of your current or former employers which may be relevant to GBS or to any aspect of your provisional employment with Company.

7.2 You further confirm that, except with respect to your prior employment with any company owned by TIAA, (a) you have not delivered to GBS any confidential or proprietary information or trade secrets of your current or prior employers, (b) you will not disclose to GBS confidential or proprietary information or trade secrets of your current or prior employers; (c) your provisional employment by GBS will not breach any agreement by which you are bound relating to proprietary, confidential and trade secret information or non-solicitation of employees or clients; and (d) you have not otherwise taken any action in conjunction with this employment opportunity with the Company (including but not limited to your consideration of this contingent offer of employment and the anticipated start of your contingent employment with GBS) that may be in breach of any contractual obligation you may have with any of your current or former employers which may be relevant to the Company.

7.3 You acknowledge that GBS has not requested from you any confidential or proprietary information or trade secrets of your current or prior employers. Last, you confirm that no other representations or commitments outside this letter have been made (oral or written) concerning this provisional offer.

8. Other Terms

Please note the following additional terms when considering this provisional offer:

(a) Employment Screening: This offer is contingent upon satisfactory completion of an employment screening review with GBS. The organization reserves the right to conduct background checks, directly or indirectly at any time to verify such information and documents that you would provide in support of Indian Court Record Check, National Identity Check, Global Regulatory Compliance and Debarment Database Verification, Address Verification Check, Previous employment verification, Education Verification and other particulars. If any discrepancies are found in such information or documents or if the result of such background checks are found to be unsatisfactory, as determined by the organization, in its sole discretion, the organization may withdraw or cancel the offer.

However, if at any time post joining it is found that, the organization is not satisfied with the results of your background check or you have furnished false information or withheld or suppressed any material fact or information, the organization may terminate the contract of

employment.

The Company may also review your political contributions, in which case you must disclose to GBS any political contributions made. Please carefully consider this if you are tendering your resignation with another employer.

(b) Work Authorization: Upon commencing provisional employment, you must also provide documentation establishing your identity and eligibility to work in India. Throughout your employment, you must remain lawfully authorized to work in India.

(c) Commissions: The Company's employees do not receive sales commissions as part of total compensation. Further, the Company's policy does not allow employees to maintain trailing commissions of any kind (e.g. health, life, long-term care and securities).

(d) Prerequisites: Where your role requires you to be licensed professionally in a manner designated by GBS, or to have completed specified education requirements, or to have obtained other employment-related credentials set by the Company, your offer will be contingent on you having met such employment requirement(s) prior to your start date or in accordance with Section 2.4.1.

(e) Payroll Taxes and Withholdings: All compensation described in this letter will be subject to applicable payroll taxes and withholdings.

(f) Sensitive Personal Data or Information: The Company may, in connection with your application for, offer and/or acceptance of provisional employment and also in regards to your ongoing provisional employment, collect sensitive personal data or information ("SPDI") relating to you. Such SPDI may be collected from you and some limited SPDI may be recorded directly or indirectly by internal security systems or by other means. By submitting your application for provisional employment, you expressly, willingly and voluntarily agree to our collecting your SPDI and to our using it for employment purposes (including but not limited to obtaining background checks on your SPDI in consideration of your application and, as applicable, your ongoing employment). Furthermore, you expressly, willingly and voluntarily consent to the following: (i) the collection, use, processing and storage of your SPDI; (ii) the transfer worldwide of your SPDI held by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law (as determined by GBS); (iii) that you shall have read and understood the Company's Privacy Policy, as and when implemented, in relation to the collection, processing, use, storage and transfer of SPDI, and you agree to the terms thereof. Without limiting the foregoing, if you accept this offer of provisional employment, you expressly, willingly and voluntarily agree to (a) the use of your personal images and

voices in marketing material, videos, etc. of the Company or TIAA; and (b) treating any personal, GBS or TIAA data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

(g) Indemnification: You shall indemnify and hold the Company harmless from and against any and all damages, loss, injury or liability for a claim of damage, loss or injury to person or property caused by or resulting from any of your act or omission to the Company, agents, principals or its employees or representatives which constitutes a breach of the term of your provisional employment or negligent performance of your duties as expected from you while in employment of the Company.

(h) Non-Disparagement: During the term of your provisional employment with GBS and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

(i) Governing Law: Your provisional employment with the Company shall be governed and construed in accordance with the laws of India.

(j) Jurisdiction: Any competent court in Mumbai shall have exclusive jurisdiction in case of any dispute. You hereby waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

This offer of employment is in effect for five (5) business days from the date of this letter.

For the avoidance of doubt, this letter does not give rise to any provisional employment relationship between you and any other TIAA entity besides GBS.

Please treat this letter and its contents (including the Schedules attached hereto) as strictly confidential and do not disclose the same to any person or entity (except to your spouse, attorneys and accountants, for seeking their advice) without the Company's prior written consent. Your salary and benefits are confidential and you should refrain from discussing it with other employees of GBS.

We look forward to you joining GBS.

Sincerely,



Saurabh Yadav
Head –HR Operations

3. Benefits

The Company’s benefits program is a key component of our total compensation package. We offer a very comprehensive program that provides innovative, flexible benefits to help employees protect their family, plan for the future and manage their personal and professional life. You will be eligible to participate in the benefit package upon satisfying eligibility conditions, including supplementary medical coverage, life and personal accident insurance.

GBS will provide statutory gratuity benefits (if applicable). GBS may, at its discretion, provide you with medical, personal and life insurance. Total compensation components may change from time to time depending on tax and other considerations. The Company and its affiliates reserve the right to amend, modify or terminate, in its sole discretion, all benefit and compensation plans in effect from time to time.

Detailed Compensation Break-Up

TIAA GBS Corporate Level: Trainee

SALARY COMPONENTS

Basic

Monthly INR Amount: 33,333

Annual INR Amount: 400,000

House Rent Allowance

Monthly INR Amount: 16,667

Annual INR Amount: 200,000

Bouquet of Benefits~

Monthly INR Amount: 33,333



Annual INR Amount: 400,000

ANNUAL FIXED COMPENSATION (A)

Monthly INR Amount: 83,333

Annual INR Amount: ₹1,000,000.00

RETIRALS BENEFITS

Employer`s Contribution To Provident Fund

Monthly INR Amount: 4,000

Annual INR Amount: 48,000

TOTAL RETIRALS BENEFITS (B)

Monthly INR Amount: 4,000

Annual INR Amount: 48,000

TOTAL REMUNERATION (A + B)**

Monthly INR Amount: 87,333

Annual INR Amount: 1,048,000

** You are eligible for a discretionary variable pay above total remuneration which is paid basis individual and company performance. This includes, if applicable any obligatory payments towards payment of bonus act.

~ Bouquet of Benefits [BOB] is a list of components that employee can choose from as per their preference. See detailed guidelines on BOB policy.

Taxes and other statutory deductions/payments as per applicable law.

All salary components are governed by the company policy and statutory guidelines.

4. Leave



During a full calendar year you are eligible for leave days (referred to by GBS as Paid Time Off (“PTO”) days) based on an annual allotment of 25. This allotment of PTO days will be prorated based on your start date in the current year, consistent with GBS policy. For further details on leaves, please refer to the Company’s policies in this respect.

5. Transportation

GBS will reimburse you for reasonable business-related transportation expenses incurred in connection with your employment, upon presentation of appropriate documentation, in accordance with the Company’s expense reimbursement policies. You will be eligible to participate in the corporate travel policy as may be established by the Company for business travel as approved by your manager.



Content

TIAA Global Business Services (India) Private Limited

Registered office: 7th Floor, Winchester Building
Powai Business District, Powai,
Mumbai, Maharashtra – 4000076

CIN: U72901MH2016FTC279876

Phone: +91 22 62298000

CONFIDENTIALITY, INTELLECTUAL PROPERTY ASSIGNMENT AND NON-SOLICITATION AGREEMENT

This CONFIDENTIALITY, INTELLECTUAL PROPERTY ASSIGNMENT AND NON-SOLICITATION AGREEMENT (this “**Agreement**”) is made and entered into as of the date set forth on the signature page below by and between the undersigned individual (“**Employee**”) and TIAA Global Business Services India Private Ltd. (“**TIAA**”) (inclusive of Teachers Insurance and Annuity Association of America and/or any companion company or subsidiary of TIAA that employs Employee now existing or formed in the future (collectively with TIAA, “**Company**” or “**the Company**”). Employee and the Company are referred to collectively as “the parties” in this Agreement. This Agreement is effective as of the date that Employee signs this Agreement as set forth on the signature page below (the “**Effective Date**”).

In consideration of Employee’s job offer, employment and related benefits (such as but not limited to any designated payments, compensation, salary increases, promotions, training or professional development opportunities) and/or such other consideration as is offered by the Company in its sole discretion in connection with this Agreement, the receipt and sufficiency of which is acknowledged by Employee, and in mutual reliance upon the promises set forth herein, the parties agree as follows:

PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to protect the Company’s legitimate business interests and

assets. In reliance upon Employee's promises in this Agreement, the Company will provide Employee with Confidential Information (defined below) and place Employee in a position of enhanced ability to use and influence the goodwill of the Company with its clients, employees and other business relationships. An important basis for this Agreement is to prevent Employee from using the unfair competitive advantage arising from Employee's position of trust with the Company to cause irreparable damage to the Company's trade secrets and important business relationships. Employee stipulates that the restrictions in this Agreement are reasonable in time, territory, impact and scope, for this purpose and do not place an unreasonable or unnecessary burden on Employee.

1. UNAUTHORIZED DISCLOSURE OR USE OF THE COMPANY'S CONFIDENTIAL INFORMATION IS PROHIBITED.

(a) **CONFIDENTIAL INFORMATION.** "Confidential Information" as used in this Agreement refers to an item of information, or a compilation of information, in any form (tangible or intangible), related to the business of the Company that the Company has not made public or authorized public disclosure of, and that is not generally known, through proper means, to the public or others who would be able to use or get value from the information. Confidential Information will not lose its protected status under this Agreement if it becomes known to other persons through improper means such as the unauthorized use or disclosure of the information by the Employee or another person. Confidential Information includes the Company's trade secrets, but an item of Confidential Information need not qualify as a trade secret to be protected by this Agreement unless required by law. Company's exchange of Confidential Information with a third party in confidence for business purposes will not remove it from protection under this Agreement. Confidential Information further includes, but is not limited to, the following types of information as maintained within the Company's internal, non-public records:

(i) the identities of actual or prospective individual or institutional Company clients, investors and participants (including, but not limited to, names, addresses, telephone numbers, email addresses and/or social security numbers); any account, personal, business, financial and other confidential information pertaining to actual or prospective individual or institutional Company clients, investors and participants; any individual or institutional Company client, investor or participant lists, or any portion thereof; any information related to the assets and obligations carried in an account by an individual or institutional Company client, investor, or participant; any individual or institutional Company client, investor, or participant's positions, account valuation, and/or account performance history; and the Company's approach to and strategies for, geographically, territorially or otherwise, targeting, developing, maintaining, servicing and managing individual or institutional client or participant relationships;

(ii) information about the Company's previous, current, and/or contemplated products and services, activities, regions, territories, know-how, investment techniques and strategies, computer passwords, computer software designs and hardware configurations, training materials, policies and procedures, and research projects;

(iii) track records; market, financial, trade, and sales information and data; pricing; financial models or formulas; balance sheets; financial plans; strategic plans; business plans; growth plans; financial and business forecasts, budgets, and estimates; and any other information about profits, losses, surpluses, costs or expenses;

(iv) management-level employee analysis and file materials such as records regarding job performance, talent management/acquisition strategy, compensation strategy, benefits strategy or disciplinary files maintained by management personnel; business, financial and other operational information pertaining to Company vendors, suppliers, contingent workers and independent contractors; employee personal medical information, account information, or other highly sensitive and proprietary information; and vendor, supplier, contingent worker and/or independent contractor lists;

(v) the specific terms of the Company's agreements or arrangements, verbal or written, with any participant, client, investor, vendor, supplier, licensor, licensee, supplier or contractor with whom the Company may be associated, including, but not limited to, anything of value provided or received by the Company or the termination date or circumstances of any agreement or arrangement; and

(vi) any and all technical, proprietary or other information that the Company has a legal or ethical obligation to treat as confidential, or that the Company treats as proprietary, confidential, or for internal use only; that the Company has designated as confidential or proprietary; or, that the Employee knows should be, or has been, treated by the Company as confidential, in each case, whether or not such information is or was owned or developed by the Company and which shall include, but not be limited to, information relating to third parties that is provided to the Company during merger, acquisition, or divestiture activities, or documents, communications or other material that are or may be protected by the attorney-client privilege, the attorney work-product privilege or any other applicable legal privilege. The foregoing items of information are proprietary assets of the Company and are by agreement presumed to be trade secrets of the Company. This presumption of trade secret status will control unless clear and convincing evidence is presented by the Employee to prove

that the particular item at issue does not qualify as a trade secret.

(b) **LIMITED USE AND NONDISCLOSURE OBLIGATIONS.** The Employee will not engage in any unauthorized use or disclosure of Confidential Information. This restriction applies during employment and for so long thereafter as the information qualifies as Confidential Information. Unless authorized in writing by Company, the only authorized use or disclosure of Confidential Information shall be use or disclosure required in the ordinary course of the Employee's employment, consistent with the Employee's assigned duties and undertaken for the benefit of the Company. The foregoing shall not, however, be construed to prohibit an employee of Company (i) who is not in a management or supervisory role from using or sharing lawfully acquired information about terms and conditions of employment with Company (such as wages, benefits or working conditions) with others engaged in concerted activity protected by law (such as employees acting together to improve employment conditions or address job-related problems), or (ii) from providing testimony in response to or otherwise responding to any lawfully-issued subpoena, court order, or other compulsory legal process; provided, however, that if such testimony or response may require the disclosure of Confidential Information, prior to disclosing the Confidential Information, where allowed by law, the Employee shall provide Company as much notice (in writing to TIAA's Chief Compliance Officer) as is possible under the circumstances (presumably not less than seven business days), cooperate in any legal efforts of the Company to maintain the confidentiality of the information at issue (such as securing written assurances that confidentiality will be maintained) and disclose only that portion of the information that is legally required. Any request for documents or information addressed to the Company itself, or seeking the Company's position or response on any matter, must be referred to the responsible individual within the Company (if not the Employee) for an official response on behalf of the Company.

(c) **EMPLOYEE'S OBLIGATIONS REGARDING CERTAIN INFORMATION.** The Employee shall not use or disclose to the Company during the Employee's employment any confidential or proprietary information belonging to any other third party, including any former employers or former colleagues of the Employee, without authorization to do so from the third party.

2. NOTICE AND NON-INTERFERENCE OBLIGATIONS: The Employee stipulates that the confidentiality and non-disclosure obligations of this Agreement standing alone (as set forth in Section 1) are insufficient to provide Company with adequate protection of its trade secrets, goodwill and other protectable interests, and that it is reasonable and necessary for the protection of the Company's legitimate interests for the parties to further agree as follows:

(a) **DEFINITIONS.** As used in this Agreement:

- (i) **“Business Relationship”** refers to the relationship between the Company and its vendors, suppliers, independent contractors, contingent workers, licensees and licensors;
- (ii) **“Client”** means any individual or institutional client that is doing business with the Company, and any prospective individual or institutional client that is the subject (in whole or part) of a written or verbal bid, strategy or proposal by the Company or of demonstrable preparations by the Company to pursue a bid, strategy or proposal;
- (iii) **“Material Contact”** means (I) engaging in communications with the Client about the Client’s actual or prospective business relationship with the Company; (II) supervising or coordinating the Client’s business dealings with the Company; or (III) obtaining or learning Confidential Information from or about the Client as a result of the Employee’s association with the Company;
- (iv) **“Referral Firm”** means a third party that enters into a written services agreement (e.g., TIAA-CREF Advisor Master Agreement or Registered Advisor Master Agreement) with the Company;
- (v) **“Solicit”** means to engage in any communication that knowingly assists, induces or encourages the other party to take a desired action regardless of which party first initiated contact or whether the communication was in response to a question or inquiry;
- (vi) **“Termination Date”** is the date the Employee’s employment relationship with Company ends regardless of which party ends the relationship or why; and,
- (vii) **“Damages”** refers to monetary compensation or other relief that Company may claim or assert entitlement to arising from breach of this Agreement by the Employee.
- (b) **NOTICE OF TERMINATION OF EMPLOYMENT BY DESIGNATED EMPLOYEES.** If the Employee elects to resign from and terminate the Employee’s employment, the Employee must provide ninety (90) days of written notice (or electronic notice through the Company’s designated Human Resources system for communicating resignation from employment) of the Employee’s intention to resign and to end the Employee’s employment (the **“Notice Period”**). During any Notice Period, the Employee will follow the Company’s instructions regarding transition of duties and ongoing work responsibilities to whomever the Company directs. This includes an obligation by the Employee to use his or her best efforts to help the Company retain its clients and business relationships that the Employee has some material contact or

involvement with. During the Notice Period, the Employee shall not become employed by or engaged to provide any services to any third party without the prior written consent of the Company. During the Notice Period, the Company shall maintain its right to relieve the Employee of the Employee's job duties, to terminate the Employee's access to Company networks and communications systems and to require the Employee to provide the Company such services, or no services, as the Company may specify. **During the Notice Period, and except in circumstances as provided below, the Employee shall continue to be eligible to receive base compensation and to participate in all Company benefit plans and policies for which the Employee is eligible in accordance with the terms of such benefits plans or policies in effect from time to time.** The Company, while not having any obligation to provide the Employee with any period of notice of termination of employment, reserves the right, however, to accept the Employee's resignation and terminate the Employee's employment before the expiration of the Notice Period with no obligation for continued base compensation or employee benefits (as described in the preceding sentence) beyond the Employee's Termination Date by mutual agreement of the parties hereto or if Company concludes the Employee breached a term of this Agreement, violated a Company policy (including but not limited to the TIAA Code of Business Conduct) or unreasonably engaged in conduct that is inconsistent with TIAA's business needs or values.

(c) **RESTRICTION PROHIBITING INTERFERENCE WITH EMPLOYEES.** During the Employee's employment and for a period of six (6) months following the Employee's Termination Date, the Employee shall not, in person or through the direction or control of others (i) solicit, attempt to solicit, interfere with, or endeavor to cause any employee of the Company to terminate his or her relationship with the Company (except as may be required in the ordinary course of the Employee's employment with Company for Company's benefit) or (ii) induce or attempt to induce any employee to violate any legal obligations (contractual or otherwise) that he or she has to the Company.

(d) **RESTRICTION PROHIBITING INTERFERENCE WITH CLIENT RELATIONSHIPS.** During the Employee's employment (including any Notice Period) and for a period of twelve (12) months following the Employee's Termination Date, the Employee shall not directly or indirectly, on the Employee's own behalf or on behalf of any third party (including any Referral Firm), solicit, divert, take away, or attempt to solicit, divert, or take away any Client, with whom the Employee had Material Contact in the eighteen (18) months prior to the Employee's separation from employment, for the purpose of having such Client terminate, cancel, withdraw, reduce, diminish or limit, in any manner, the Client's relationship with the Company. The Employee stipulates that relationships between the Company and its Clients involve substantial goodwill and repeat business that is a valuable Company asset, and it is therefore reasonable to provide that such may not be misappropriated in violation of this Agreement for the Employee's own use or benefit or for the use or benefit of any third party, including any

Referral Firm.

(e) RESTRICTION PROHIBITING INTERFERENCE WITH OTHER BUSINESS

RELATIONSHIPS. During the Employee's employment and for a period of six (6) months following the Employee's Termination Date, the Employee shall not, in person or through the direction or control of others, solicit or attempt to solicit any party in a Business Relationship with the Company that the Employee had material dealings with or Confidential Information about during the last year of the Employee's employment with Company to terminate, cancel, withdraw, reduce, diminish, or limit, in any manner, its Business Relationship with the Company, except as may be required in the ordinary course of employment with Company and for Company's benefit.

(f) GEOGRAPHIC LIMITATIONS. Paragraphs 2(c) – (e) shall be deemed to have a reasonable geographic limitation because they are limited by their nature to only those specific region(s) where the person or entity that the restriction limits solicitation of or interference with is located and available for solicitation or interference. If on the Termination Date the region or geography covered is not clear to the Employee, the Employee will submit a written request for clarification to the Employee's immediate manager as of the Termination Date, and failure to do so will waive the Employee's right to claim ambiguity or a lack of understanding at a later time.

(g) SPECIAL REMEDIES. The Employee agrees that any violation of Section 2 of this Agreement will cause the Company to suffer damages that may be difficult to quantify at the time of the violation. Therefore, the parties agree that the special remedies below will address situations where a breach occurs prior to or in spite of injunctive relief or other remedies compelling specific performance, and that these formulas and values represent reasonable estimates of damage the Company will incur for such violations:

(i) If the Employee breaches Paragraph 2(c) of this Agreement and this causes (directly or indirectly) an Employee to leave the Company, the Employee will pay the Company a sum equal to 75% of base salary paid to the departing employee (at such employee's last applicable rate of base pay with the Company) to cover the direct and indirect costs of training a replacement for the employee. This payment shall be in addition to, and not lieu of recovery for any other actual or consequential damages suffered beyond direct and indirect training costs, or an order of specific performance, injunctive relief or other remedies designed to prevent further violations of this Agreement.

(ii) If the Employee breaches Paragraph 2(d) of this Agreement and this causes (directly or

indirectly) the Company to lose the business of the Client, the Employee agrees to pay to the Company, in addition to all other remedies available (including injunctive relief), as liquidated damages, and not as a penalty, for each Client for whom the Employee performs services following termination of employment with the Company the amount (as applicable) of: (a) the revenue received from each Client by the Employee or any entity with which the Employee associates during the twelve-month period following the Employee's termination from employment with the Company or the revenue received from each Client by the Company during the twelve-month period preceding the Employee's termination from employment with the Company, whichever amount is greater; and (b) the amount of any incentive compensation payment that the Employee received in the year preceding the termination of employment with the Company, plus, for employees whose position involves Client contact for business relationship purposes, the value (as computed by the Company) of the Company's investment in the Employee's retention, including without limitation the Company's incurred costs in recruiting, training and developing the Employee, which the Employee acknowledges is a minimum of the INR equivalent of \$25,000.

(iii) If the Employee breaches a post-employment restriction in this Section 2, then the post-employment time period for the violated restriction shall be extended by one day for each day the Employee is in violation of the restriction but not to exceed a length of time equal to the period of post-employment restriction originally provided for, so that Company receives the length of compliance originally provided for in this Agreement.

3. THE COMPANY'S OWNERSHIP OF WORK PRODUCT

(a) **WORK PRODUCT DEFINED.** "Work Product" means any information or material, regardless of form, that the Employee may directly or indirectly generate or produce (whether or not patentable, registrable, recordable or protectable by copyright and regardless of whether the Company pursues any such protection), including, but not limited to, software, source code, copyrights, trademarks, service marks, domain names, domain name registrations, documentation, memoranda, concepts, ideas, designs, inventions, processes, new developments or improvements, and algorithms, which do not infringe upon or violate and will not infringe upon or violate any other information, material, intellectual property or proprietary right of any third party. Work Product also includes, but is not limited to, present and future discoveries, strategies, analyses, research and any other intellectual property, whether or not patentable, registrable, recordable or protectable by copyright).

(b) **WORK PRODUCT IS COMPANY PROPERTY.** All Work Product of the Employee that (i) is developed within the scope of the Employee's employment or with the assistance of Confidential Information, equipment, tools, facilities, personnel, or other resources or (ii) relates

to a line of business that Company is engaged in or may reasonably be anticipated to engage in based on actual or demonstrably anticipated research or development shall be considered Company property and “works made for hire”; and, as a result, all copyrights, mask rights, moral rights, and rights of control, development, distribution, and reproduction of every kind shall be deemed solely and exclusively owned by the Company. The Employee hereby irrevocably, absolutely and perpetually assigns, transfers, and conveys to the Company, the Employee’s entire right, title, and interest in and to all such Work Product, and in and to all patent, copyright, and trademark applications and patents, copyrights, and trademarks for such Work Product. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957 of India, any assignment in so far as it relates to copyrightable material shall not lapse, nor shall the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. The Employee shall keep accurate records of all Work Product and, within ten (10) days of any written request by the Company, disclose fully in writing to the Company all Work Product that the Employee has conceived or developed, in whole or in part, during the Employee’s employment. The Employee shall execute all documents or instruments the Company may request or deem necessary and take all other lawful actions at the Company’s expense that the Company may request to vest, protect, memorialize, maintain, or exploit the Company’s right, title, and interest in and to any Work Product.

(c) **CERTAIN WORK PRODUCT NOT DEEMED COMPANY PROPERTY.** The Employee shall not be required to assign, transfer or convey to the Company any right, title or interest that the Employee may have in or to any Work Product that the Employee invents, discovers, makes, or conceives during the Employee’s employment if, and only if, (i) no Company property, including Confidential Information, is or was used in the Work Product’s creation; (ii) the Employee developed the Work Product entirely on the Employee’s own time; (iii) the Work Product does not relate to the Company’s business or any Company research or development; and (iv) the Work Product is not in any way a result of any work the Employee performed for the Company. It is the Employee’s burden to demonstrate that Work Product is not deemed Company property.

(d) **COMPANY’S LICENSE TO USE INTELLECTUAL PROPERTY.** The Employee hereby grants to the Company a perpetual, irrevocable, fully paid-up, royalty-free, worldwide license to the use and control of any item of intellectual property (be it invention, work, idea, discovery, development, or other), whether or not conceived or created during employment, that is incorporated into a product or service of the Company by the Employee, alone or with others, and to which the Employee retains ownership rights that are not otherwise assigned, transferred or conveyed to the Company through this Agreement.

4. EMPLOYEE MUST RETURN ALL COMPANY PROPERTY. The Employee shall not remove any Company property, regardless of form and including, but not limited to, Confidential Information, from the Company's premises, except as authorized and required for the Employee to perform the Employee's job duties. The Employee shall also diligently search for and promptly surrender to the Company, upon request during the Employee's employment, and immediately upon the Employee's Termination Date, any Company property existing in tangible, written or electronic form in or under the Employee's possession or control, including, but not limited to, assets and property documents, Confidential Information, records, client or prospective client information, employee information, vendor or supplier information, contractor information, financial data or material of any kind, sales material, technical data, credit cards, badges or entry cards, keys, key fobs, laptop computers, handheld or mobile devices, software, disks, blackberry mobile device, cell phone, files, books, papers, information, memos, compact disks, data files, computer programs and any other equipment belonging to the Company. The Employee irrevocably permits the Company to inspect any equipment or materials provided by the Company to the Employee upon request by Company or on the Employee's Termination Date. Following the Termination Date, the Employee shall certify compliance with this Section upon request by the Company. The Employee will be liable to pay damages including cost of such goods, equipment etc. as may have been provided to the Employee by the Company in case the property is not returned to the Company in good condition.

5. COMMUNICATING ABOUT THE COMPANY AFTER SEPARATION. A former employee shall not, after separation from employment with the Company, directly, indirectly or anonymously, make or cause to be made about the Company: (a) any statements or comments, through the Internet, industry outlets or channels, social media, television, radio, print media, or before or to any other audience (including to current, former or prospective Company clients, participants or employees), stating or implying that the Company's services or business practices are or were inconsistent with industry standards, unlawful or otherwise improper; or (b) any statements or comments through the Internet, industry outlets or channels, social media, television, radio, print media, or before or to any other audience (including to current, former or prospective Company clients, participants or employees) that harass (as defined in the Company's Equal Employment Opportunity Policy), threaten, or make knowingly false statements against the Company's trustees, representatives, officers, directors, or employees.

6. EMPLOYEE MUST NOTIFY FUTURE EMPLOYERS OF THESE OBLIGATIONS. The Employee shall disclose the Employee's obligations under this Agreement to any prospective or future employer or contractor before commencing employment with or providing services to any such employer or contractor. This obligation shall remain in force for three years following the Employee's separation from employment with the Company or for the Employee's next

three places of employment (or contracting/consulting), whichever occurs sooner. The Employee shall provide any such employer or contractor with a copy of this Agreement, whether or not requested by such employer or contractor. The Company retains discretion to notify any such employer or contractor at any time of the existence of this Agreement, the Employee's obligations under same and any concerns as to possible noncompliance by the Employee. The Employee consents to such communication by the Company to any future employer or contractor of the Employee's at any time and agrees not to assert any claim or cause of action against the Company based on such a communication. [This provision does not relieve the Employee of any ongoing obligations set forth in this Agreement that require compliance beyond three years from the Employee's separation from employment.]

7. A COURT OF LAW MAY COMPEL EMPLOYEE TO HONOR THESE OBLIGATIONS. The Employee's actual or threatened breach of this Agreement shall entitle the Company to temporary, emergency, preliminary, and permanent injunctive relief to compel the Employee's specific performance of the Employee's obligations under this Agreement, it being agreed that any breach or threatened breach of this Agreement by the Employee would cause immediate and irreparable injury to the Company that could not be adequately compensated by money damages. Notwithstanding any requirement to arbitrate the ultimate merits of any claim for the Employee's breach, including any requirement imposed by the Financial Industry Regulatory Authority's Code of Arbitration Procedure (if applicable), the Company shall be entitled to obtain temporary, emergency, or preliminary injunctive relief in court. If arbitration applies, such court shall have equitable authority to engage in partial enforcement or reformation of the Agreement as needed for temporary enforcement to avoid irreparable harm pending a final award or other relief awarded in arbitration. The Company shall be entitled to expedited discovery without the need for a court order authorizing such discovery, including depositions, in connection with any proceeding alleging breach or threatened breach of this Agreement, regardless of whether expedited discovery would otherwise be available under applicable law. Nothing herein prohibits Company from seeking other equitable or legal remedies for a breach or threatened breach, including the recovery of money damages. Company will be entitled to reasonable attorneys' fees, expenses, and costs incurred with respect to any action to enforce this Agreement, including costs associated with computer forensics and the retention of experts. The Company shall be deemed the prevailing party for purposes of recovering its attorneys' fees and costs described above if it recovers any element of injunctive relief or damages, even if the relief granted is less than what the Company sought or the Court needs to reform the Agreement to enforce it.

8. FORM OF PARTIES' SIGNATURES AUTHORIZED. The parties acknowledge that the form of signature provided below is binding upon them as follows:



(a) If electronic signature is requested by the Company, Employee affirms his/her voluntary intent to enter into and authenticate this Agreement by electronic means. Employee understands and agrees that his/her electronic signature has the same binding effect as Employee's actual written signature. Employee affirms that he/she is the sole signer of this Agreement by electronic means, and that no forgery, alteration or other concern exists as to the validity of Employee's execution of this Agreement in this manner. Employee understands that this Agreement may be requested or made available in non-electronic form without cost.

(b) The Company name, designated officer, department and corporate logo/trademark printed in the Company Representative section below acts as the Company's signature, reflecting its intent to execute and authenticate this Agreement.

9. SURVIVAL. This Agreement will remain in effect despite any change in the Employee's position, duties, salary, or other terms of employment with Company (including any successor TIAA-affiliated employing entity). The post-employment obligations of the Employee shall survive the end of the Employee's employment regardless of whether the Employee or Company terminates the employment relationship or why. This Agreement shall not be construed to limit or replace any legal duties the Employee would otherwise have to the Company absent this Agreement. The existence of any claim or cause of action by the Employee against the Company based on alleged duties or obligations arising outside of this Agreement, in whole or in part, shall not be a defense to the enforcement of this Agreement by Company.

(a) If a restriction on the Employee herein is ruled overbroad and unenforceable as written or pursuant to any governing occupational rules of professional conduct (as applicable), then the ruling Court or arbitrator (if applicable) shall enforce the restriction in such narrower manner as is necessary for lawful enforcement in the jurisdiction and if needed reform the Agreement to the extent necessary for such enforcement. If despite the foregoing a provision of this Agreement remains illegal or unenforceable as determined by a Court, then said provision shall be treated as if absent and never included in this Agreement and it shall not affect the validity or enforceability of any other provision of this Agreement.

(b) The Employee may have previously entered into other agreements with the Company that impose restrictions and/or obligations on the Employee concerning topics covered in this Agreement. This Agreement supersedes and cancels all prior or contemporaneous written agreements specifically titled "Confidentiality and Non-Solicitation Agreement" or "TIAA Confidentiality and Non-Solicitation Agreement" that the Employee may have entered into with the Company, but no others; provided, however, that if this Agreement is found to be void or unenforceable by a Court, then any prior agreement between the parties concerning the same

subject matter that was replaced by this Agreement will no longer be considered superseded and will spring back into effect and application as if never superseded. If any written agreement between the Employee and the Company that is not specifically superseded by the preceding sentence imposes restrictions and/or obligations on the Employee that conflict with terms in this Agreement, those restrictions and/or obligations that the Company deems more protective of its interests shall govern.

10. OTHER MISCELLANEOUS PROVISIONS. The terms of this Agreement and any disputes arising out of it shall be construed under and governed by the laws of India notwithstanding any conflict of law principles of any jurisdiction to the contrary. This Agreement shall inure to the benefit of Company, Company's parent, subsidiaries, affiliates, companion companies, successors and assigns, and will bind Employee, and Employee's heirs, executors, and administrators. Employee consents to the assignment of this Agreement by the Company at its discretion. Without the need for any such assignment, Employee's obligations to the Company under this Agreement shall extend to TIAA and any affiliate, companion entity or subsidiary of TIAA, now existing or formed in the future, that employs Employee, that Employee provides services to, or from which Employee receives Confidential Information, any one or more of which may enforce this Agreement to protect its legitimate business interests and all of which shall be considered part of Company for such purpose. Employee's obligations under this Agreement are personal in nature and shall not be assigned by Employee to another party. This Agreement may not be modified or amended by the parties except in writing as authorized by the Company expressly stating an intent to do so; any modification or amendment of this Agreement to Employee's benefit (as determined by the Company) shall not require further electronic or written execution by Employee. No waiver by Company of a breach by Employee shall be deemed to be a waiver of any subsequent or separate breach.

The paragraph headings in this Agreement are inserted for convenience only and are not intended to affect the interpretation of this Agreement.

11. EMPLOYEE'S AFFIRMATION OF THOROUGH REVIEW. EMPLOYEE AFFIRMS THAT EMPLOYEE HAS CAREFULLY READ THIS AGREEMENT, KNOWS AND UNDERSTANDS ITS TERMS, CONDITIONS AND EFFECTIVE DATE, AND HAS HAD THE OPPORTUNITY TO ASK ANY QUESTIONS THAT EMPLOYEE MAY HAVE HAD PRIOR TO SIGNING THIS AGREEMENT.

TIAA Global Business Services India Private Ltd.

* * *



ACCEPTANCE

I, Happy Varughese Cherian, hereby accept the terms and conditions of this offer (including the terms and conditions of the Schedules attached herein) for employment with TIAA GLOBAL BUSINESS SERVICES (INDIA) PRIVATE LIMITED (“the Company”) and agree to join on July 24, 2023 or such later date as may be communicated to me by the Company. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Further, as part of this offer acceptance, I agree to have understood my compensation structure (break up), including discretionary annual performance based variable pay, organizational hierarchy, scope and level of the role offered to me.

The attached contract is comprehensive and there are no other explicit or implied commitments or promises made to me by TIAA GBS or any of its affiliates or Partners.

I also acknowledge that I have received satisfactory clarifications to all my queries.

Sign1: {{Sig_es_:signer1:signature}}

Name: Happy Varughese Cherian

OFFER LETTER

Date: 26 Sep 22

Pratik Harde

Sub: Your appointment as a **Software Developer** (“Offer Letter”)

Dear Pratik,

We, **Zeus Systems Private Limited** (“Company”), are pleased to offer you employment on the terms and conditions set out in this Offer Letter. Your employment will commence with the Company, effective from **1st July 23** (“Effective Date”).

Roles and Functions

You shall be appointed for the designation of **Software Developer** and you will report to the reporting manager as intimated to you. You will perform all duties and responsibilities subject to the terms of this Offer Letter and the Appointment Letter to be entered into between yourself and the Company prior to your joining. You may be asked to perform other duties which may be assigned from time to time, based on the needs of the Company and your skills, at the Company’s sole discretion.

Remuneration and Variable Pay

The Company shall pay you, in consideration of the proper performance and discharge by you of your duties and obligations, remuneration and perquisites set out herein. The Company shall pay you a fixed salary of **INR 720,000/- (Rupees Seven lacs twenty thousand only)** per annum. A detailed break up of your annual compensation including the benefits or perquisites that you shall receive from the Company, has been enumerated under **SCHEDULE 1**.

You will need to sign two years if Indemnity agreement with Zeus.

Variable bonus and increment shall be given annually at the sole discretion of the management of the Company. The increment amount will be evaluated on performance standards of the Company and feedback from the reporting manager. Other broad terms and conditions shall be contained in the Appointment Letter which would be binding on you.

Probationary Period

Your employment shall be subject to an initial probationary period of 3 (Three) month (“**Probationary Period**”). The Company may at its sole discretion extend or reduce this Probationary Period.

Location

Your employment will initially be based at the Company's main office located at 1402, Tower B, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai, Maharashtra-400013, although you may be required to perform your duties and travel at other locations from time to time as per the requirements of Company. In the event of secondment at a location other than the Company's main office, no additional remuneration and/ or perquisites shall be payable by the Company except as stated under Clause of Remuneration and Variable Pay and **SCHEDULE 1** of this Offer Letter.

Hours of Work and Leaves

Your official working days will be from Monday to Friday, and you shall be expected to work for a period of 8 (eight) hours in a day, exclusive of permitted breaks in a day. The Employee shall abide by the leave policies as enumerated under the Leave Policy of the Company including any modifications or amendments thereof.

Non-Compete and Non-Solicit

The Employee understands and agrees to abide by all the non-compete and non-solicit obligations as detailed in the Appointment Letter including the Business Protection Agreement to be entered into between the Employee and the Company at the time of his joining.

Confidentiality

The Employee understands that during the term of this Offer Letter and in performance of his job duties for the Company, the Employee will be exposed to Company's and its client's information which is confidential in nature. The Employee understands that such confidential information is critical to the Company. The Employee shall abide by all his obligations to maintain the confidentiality and security of such information as enumerated in the Appointment Letter including the Business Protection Agreement to be entered into between the Employee and the Company at the time of his joining.

Termination

This Offer Letter may be terminated by either the Company or the Employee without assigning any reason by giving 15 days prior written notice to the other party.

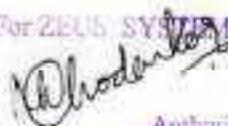
Covenants and Warranties

- a) During your employment with the Company, you shall observe and comply with all applicable rules, regulations and policies of the Company, in force for the time being and from time to time.

- b) Prior to onboarding the Company, you shall furnish the following documents at the first day of your joining the Company:
- Copy of certificates/ mark sheets in support of your qualifications and other certificates, if any;
 - Copy of relieving letter/ last drawn salary slip from your previous employers;
 - Copy of government identities; and
 - 5 latest passport size photographs.
- c) Other detailed terms and conditions of your appointment with the Company shall be as enumerated under the Appointment Letter and shall, inter alia, contain the below mentioned provisions: (i) Your duties towards the Company, (ii) Business Protection Agreement; and (iii) termination.

You are requested to indicate your acceptance of the terms contained herein by signing/ executing and returning a copy to the Company.

Sincerely yours,
For and on behalf of **Zeus Systems Private Limited**
For Zeus Learning,

For ZEUS SYSTEMS PVT. LTD.

Authorized Signatory
Minal Chodankar
Director-Admin


I have received a copy of this Offer Letter and have read and understood the above terms and conditions of employment and the implication thereof I hereby accept the aforesaid terms and conditions and agree to abide by the same.

Pratik Harde
26 Sep 22

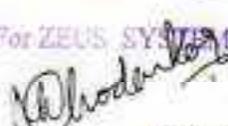
SCHEDULE 1

The Breakup of your compensation is as follows:

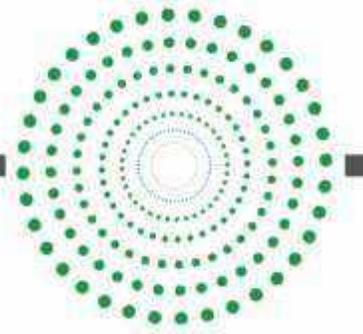
Components of Salary	(Figures in INR/ per annum)
Basic	210,588
HRA	126,348
Conveyance Allowance	19,200
Special Allowance	282,168
Company PF Contribution	26,316
Total	664,620
Annual Discretionary Bonus	55,385
Gross Annual Compensation	720,005

In addition to the above, you (and your dependents) shall also be covered under the Group Medical Insurance Policy of the Company. The policy is up to an annual limit of Rs. 5,00,000/- (Rupees Five Lakhs only) subject to the terms and conditions of the insurance provider.

For and on behalf of **Zeus Systems Private Limited**
For Zeus Learning.

For ZEUS SYSTEMS PVT. LTD.


 Minal Chodankar
 Director-Admin
 26 Sep 22



August 02, 2022

Offer of Employment with Dolat Group

Dear Lavish jain,

It is my pleasure to extend the following offer of employment to you on behalf of Dolat Group further to the interview and discussions you have had with us. You are expected to join duly on 05/06/2023.

Dolat Group is pleased to offer you a position of Strategy Software Developer. You will be on a probation period of six months. We trust that your knowledge, skills and experience will be amongst our most valuable assets.

Offer stands cancelled in case of any deviation in information or if you fail to report to us on or before pre-decided date.

You will need to submit all your (original on demand for verification only) qualification documents, relieving documents and salary slip (if any) of last six months with a copy of each, on the date of joining.

Your paid holidays for a year are 21 working days calculated on pro-rata basis.

Your CTC will be 16.00 Lakhs (Bifurcations are as given in the annexure).

As an incentive to retain you throughout the period of employment, we shall pay you a sum of Rs 6,00,000/- as Retention Bonus as explained below.

Rs 50,000/- after completion of every 06 months for 03 years and Rs 75,000/- every 6 months in the 4th & 5th year.

Accept Job Offer,

By signing and dating this letter below, I, accept the job offer of Strategy Software Developer by Dolat Group

Signature: _____ Date: _____



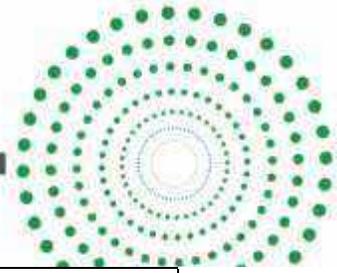
022-6692 2045



hrteam@dolatcapital.com/
www.dolatcapital.com



901, Peninsula Park, Off Link Road, A-4 Veera Desai Industrial Estate, Andheri West, Mumbai, Maharashtra, 400 058



Offer Letter Contd... ANNEXURE
 SALARY BIRFURCATIONS ARE AS UNDER:

Company Cost : 10.00 LPA			
Salary Heads		MONTHLY	YEARLY
Basic Salary		33333.00	399996.00
HRA Allow		16667.00	200004.00
CCA		18050.00	216600.00
	A	68050.00	816600.00
Fixed/Variables	B		0.00
Flexible Heads			
Food Coupon		1250.00	15000.00
LTA		3500.00	42000.00
MOTOR CAR		4000.00	48000.00
Professional Dev		1250.00	15000.00
Telephone		1500.00	18000.00
	C	11500.00	138000.00
Mediclaim Policy	D		2000.00
Gratuity	E		20000.00
EPF	F		23400.00
TOTAL TAKE A To F		79550.00	1000000.00

- PN : 1.All in rounded figures. Payheads may be inter changed later on.
 2.Perks & EPF are optional. A declaration is required for opting out of the EPF.
 3.Employer contribution of EPF included in the CTC. Both employee + employers amount shall monthly be deposited in your EPF A/c with the Government.
 4. Gratuity 2% of the CTC. Rounded to nearest.
 5. Tax may vary depends upon your Investments & previous employer's salary.

We look forward to an enduring relationship with you.

Yours Sincerely,



JIGAR P SHAH – Dolat Capital Market Pvt Ltd



022-6692 2045



hrteam@dolatcapital.com/
 www.dolatcapital.com



901, Peninsula Park, Off Link Road, A-4 Veera Desai Industrial Estate, Andheri West, Mumbai, Maharashtra, 400 058

Required fields are marked with an asterisk.

1

Your Contract

Please review your contract and complete this form. If you wish to discuss any details regarding your contract please contact your Recruiter.

Recruiter Name
Niveditha A

Recruiter E-mail Address
NIVEDITHA.A@BARCLAYS.COM



Barclays Global Service Centre Private Limited

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

Building G2,

Gera Commerzone SEZ,

Survey No. 65,

Kharadi,

Pune - 411014

CIN - U72200PN2007FTC132479

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

www.barclays.com

17 May 2023

Nihal Kumar Awadhesh Jha
703/22, Malwani swagat CHSL,
shivaji raj complex opp ekta nagar,
Charkop, Kandivali
Mumbai
400067

Dear Nihal Kumar Awadhesh,

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

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

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

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

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

We look forward to welcoming you to Barclays.

Yours sincerely

Sarada Srinivas
Head - HR Operations and Payroll

Summary of Key Terms

Introduction to this Section

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

Name Nihal Kumar Awadhesh Jha

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

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

Start Date 10 July 2023, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above.

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

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

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

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

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

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

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

Salary

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

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

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

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

Other Payments

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

As agreed by you, this Scholarship and Bursary Payment will be subject to your compliance with the following requirements: You will be required to repay the Scholarship and Bursary Payment net of any taxes or other deductions or withholdings as required by law or regulation within 30 days of any of the following occurring:

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

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

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

Qualifications/
Examinations

It is a condition of your employment and continued employment with the Company that you successfully complete any professional qualification and/or examination as may be required and notified to you by the Company from time to time, including without limitation any qualifications or examinations required by the Regulator. You will be expected to pass all exams within a predetermined period and/or within one or more sittings, which shall be set out in the Company policy.

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

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

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

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

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

Discretionary Incentive Award

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

Statutory and Other
Benefits

You will be eligible for various statutory benefits in accordance with the relevant laws. You will also be eligible to participate in the Company's benefits scheme, details of which are set out in the attached flyer which does not form part of your contract or have any contractual effect.

Any benefits are subject to the relevant policies/plans from time to time in force. The Company reserves the right to change the benefits or policies/plans from time to time.

If the Company pays or reimburses any expense on your joining the Company towards your relocation from your current place of stay to your place of posting as agreed between the Company and you, if your employment ends less than one year after the Start Date you confirm that you will pay to the Company (or alternatively Company may set-off against/ write off) any amount paid or reimbursed in respect of such relocation from the amount payable to you.

Annual Leave

You are entitled to avail annual leave which includes privilege leave, casual leave and sick leave entitlement in accordance with the applicable laws in the state of your Place of Work. Further details are included in the Detailed Terms and Conditions and on your intranet.

Notice Period

Either you or the Company may terminate your employment by giving two months written notice, however, the Company may terminate your employment with immediate effect in accordance with applicable Company policies.

Any reduction/ waiver to notice period shall be at the sole discretion of the Company. Company may adjust balance of annual leaves, while granting such reduction/ waiver.

Further information on Notice is included in the Detailed Terms and Conditions.

Overtime

Employees who are eligible under applicable laws to be paid Overtime for work beyond normal working hours, will be paid for the same in accordance to the applicable State laws at your Place of Work.

Further details in regard to Overtime are included within the Additional Time Guidelines available on the company's Intranet.

Data Privacy

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of the Barclays Group (the "Agreed Purposes"). Processing includes obtaining, holding, editing, destroying and disclosing employee information to any Barclays Group company and its employees and/or any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, lawyer/ law firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) for the Agreed Purposes ("Processing" or "Process").

For the Agreed Purposes, the Company may transfer employee information to any Barclays Group company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) in order to Process employee information for the Agreed Purposes.

You confirm that you will provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include transfers to recipients based in another country to your place of employment (either within or outside the European Economic Area) with different levels of protection of your personal data to India.

You confirm that the Company and/or any Barclays Group company may monitor and/or record your use of office equipment, for example, e-mail, internet (including chats and blogs), telephones and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

Aforesaid clause/ conditions shall apply to information relating to your family members/ relatives with respect to insurance policy, emergency contact details, etc., in accordance with prevailing Barclays/ Company policy. It is your responsibility to inform such individuals that their data will be processed in this manner and to obtain their consent.

Confidentiality

It is important that you recognise that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company, the Barclays Group and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any stricter policy which applies to your role.

Post- Termination Restrictions

In protecting the interests of the Company, you must not, for a period of 3 months from the termination date of your employment:

- approach, solicit or deal with any person, firm, company or other entity who is or was a customer/supplier of Barclays Group and with whom you had material dealings within the 12 months period immediately prior to your termination.
- solicit or entice, or attempt to solicit or entice away or engage or employ any director, officer or employee in the Barclays Group

Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.

Acceptance

In accepting the terms of this Employment Letter, you confirm that all information provided by you to us in connection with this offer of employment (including at interview) is true and not misleading. You further confirm that you will notify us of any change in that information between the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre-employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the enclosed Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you acquaint yourself with the terms of all such policies, guidelines, processes and procedures. This Employment Letter set out the complete and exclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have received, read, understood, accept and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,



Sarada Srinivas
Head - HR Operations and Payroll
17 May 2023

I have read, understood and accept the terms of this Employment Letter (including the terms set out in any applicable Schedules and the Detailed Terms and Conditions section). I have been given an option not to accept these terms and thereby, not to join the Company and to seek appropriate Legal advice to understand interpretation of these terms.

Signature: _____

Date: _____

Taleo Number: 00283590
Contract Type: India Grad Offer Letter

Detailed Terms and Conditions

Introduction

About the Detailed Terms and Conditions

The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company and the Barclays Group expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that the Barclays Group has developed to reflect our values, purpose and behaviour and as part of our high performance culture and, in accordance with your contractual obligations, must be adhered to at all times. Further information and policies can be found on your own business unit intranet site.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most admired financial services companies in the world. From time to time, our policies and procedures do change and you must familiarise yourself with them on joining and periodically throughout your employment. References in the Detailed Terms and Conditions to a policy, practice, guideline and / or process generally are references to the relevant policy, practice, guideline and / or process in force at the relevant time.

These detailed terms and conditions also refer to the Barclays Values which must be adhered to at all times. The Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) are set out on your own business unit intranet site.

You should also refer to Appendix 1 which sets out definitions of the terms used in the Detailed Terms and Conditions.

Your Detailed Terms and Conditions of Employment

1. Introduction to this Section

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment terms with the Company and are referred to in this document as “**Employment Letter**”. By signing the Employment Letter you confirm that you have read, understood and accept the terms set out in the Detailed Terms and Conditions.

2. Pre-employment and ongoing conditions

- 2.1 Your confirmation in the employment will be subject to successful completion of the Probationary Period as mentioned in the summary of terms or such additional period as the Company considers necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.
- 2.2 You understand that the Company's offer of employment is made to you subject to and conditional on the completion of certain pre-employment procedures and processes. You certify that the information that you have provided in connection with completion of the procedures and otherwise in connection with this offer of employment (including at interview stage) is true and accurate both at the time it is given and on the Start Date. The Company reserves the right to carry out screening checks on all employees, and such procedures may include but are not limited to:
- (a) receipt of references and documentary proof that are satisfactory to the Company that you are legally entitled to reside and work in your country;
 - (b) completion of credit checks to the satisfaction of the Company;
 - (c) where criminal record checks are applicable to your role, completion of those checks to the satisfaction of the Company;
 - (d) if requested by the Company, a medical examination by the Company's medical advisers;
 - (e) where Regulator approval for your appointment is required and such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator; (iii) receipt of documentary proof that you hold the appropriate and relevant qualifications; and
 - (f) the Company receiving a signed copy of the Terms from you.
- 2.3 Whilst every effort will be made to complete all the checks and processes in the pre-employment procedures before your Start Date, this may not always be possible. In case you are employed prior to completion of the pre-employment procedure, the Company may terminate your employment at any time on minimum statutory notice if the check reports are not up to our satisfaction or the procedures are not completed within a reasonable period of time.
- 2.4 This offer of employment and your continued employment is also subject to your obtaining, holding and continuing to hold all applicable qualifications, licences and registrations as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your continued employment is conditional on such approval either: (i) being obtained; or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator (or other relevant regulatory body).
- 2.5 You shall be liable and responsible to inform and update your latest contact and address details, in the records of the Company, from time to time. Failure to comply may constitute gross negligence on your part.
- 2.6 You should not engage in any matter which would or could be anticipated to result in a conflict of interest between you and the Company.

2.7 This offer of employment and your continued employment is also subject to your successful completion of certain trainings (such as Communication & Culture and/or other process and policy trainings accreditations) that may be assigned to you by the Company from time to time. In case you remain absent for more than 2 days during these training programs or you become unable to qualify the trainings to the satisfaction of the Company, the Company shall have the sole discretion to take appropriate action including termination of your employment forthwith in accordance with provisions of Clause 18.1 (e) viii of the detailed terms and conditions of this Employment Letter. In case of your absence due to any personal emergency, your Line Manager shall on his/her sole discretion and upon evaluation of the reason of your absence, may recommend the Company to realign you for the next available training within a period of 30 days of your returning from absence. In case you are realigned for the next training as mentioned above, there may be possible change in process and/ or compensation on account of such realignment. If for any reason you do not agree to the realignment terms or no such realignment is possible within a period of 30 days of your returning from absence, the Company shall have the sole discretion to terminate your employment forthwith in accordance with provisions of Clause 18.1 (e) viii.

3. Place of Work and Mobility

Your place of work is as set out in your Summary of Key Terms. However you may need to travel to other locations and offices as reasonably required in the performance of your duties. You confirm that you will travel to such places (both inside and outside India) as the Company may reasonably require from time to time. Should the Company need to permanently change your place of work, you will be given reasonable notice of any such change (acceptable in e-mail/ letter format).

4. Duties

4.1 During your employment with the Company you confirm that you will:

- (a) act in a manner consistent with and which supports our values, purpose and behaviours and in particular the Barclays Values;
- (b) devote the whole of your working time and attention to the business of the Company and the Barclays Group;
- (c) diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business and that of the Barclays Group to the best of your ability and with integrity, due skill, care and diligence;
- (d) use your best efforts to promote and protect the interests of the Company and the Barclays Group and not do anything to harm those interests;
- (e) comply with all reasonable requests, instructions and regulations given by the Company and the Barclays Group and promptly provide such explanations, information and assistance as to your activities in the business of the Company and the Barclays Group as they may reasonably need;
- (f) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Letter, nor (without the prior written consent of the Company) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever provided always that such activities are in compliance with Barclays policies on outside or external business interests. This paragraph will not prevent you holding for investment purposes only, shares or securities which do not exceed three per cent (3%) in nominal value of the share capital or stock of any class of any company quoted on a recognised stock exchange;
- (g) not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of the Barclays Group, its clients, customers or shareholders. Barclays recognises that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance control room or compliance contact aware of the issue immediately. You must not act in relation to the matter, without their written direction or approval; and
- (h) report any actual or proposed unlawful activity or behaviour affecting the Barclays Group by you or any other employee, officer, contractor of the Barclays Group or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to your HR Business Partner or a member of your Compliance team) immediately on becoming aware of it.

5. Salary and allowances

Your salary will be paid on a monthly basis on or around the last working day of each month and is subject to applicable taxes, duties, cesses and other applicable withholdings. All tax liabilities arising out of your entire remuneration package, present or future, shall be borne by you. Your salary and any allowances will accrue on a daily basis and will be paid pro rata if you are employed for part of a month.

Your salary will be reviewed annually without commitment to increase. The Company may deduct from any payments to you any money owed by you to any Barclays Group company in accordance with the applicable laws.

Your acceptance to these terms shall confirm your consent to the Company making payment of your salary, compensation, award, incentive/ bonus etc. by way of credit to bank account with the bank of Company's choice or via such other mode as the Company may deem appropriate.

6. Discretionary incentive award

6.1 You may be eligible to be considered for a discretionary incentive award on an annual basis. The value, form, conditions of delivery and timing of any such awards are at the Company's discretion. This discretion includes the right to make the award or a proportion of the award in a form other than cash, including an award of Shares and to defer an element of an award under the terms of a Barclays Group incentive plan.

6.2 Any discretionary incentive award will only be made if, at that time, you are in employment and are not under notice (whether given or received) nor under suspension or investigation for a regulatory or disciplinary matter.

6.3 If you are subject to any investigation or disciplinary process at the time when communication, payment or making of any payment and/or award would otherwise occur, then the delivery of that payment and/or award will be suspended. If on conclusion of any investigation and/or disciplinary process, you are dismissed for gross misconduct or cause and / or have committed any serious breach of the Risk and / or Compliance requirements of the Barclays Group, then no payment and / or award will be made to you. If no disciplinary action (or disciplinary action short of dismissal) is taken against you, then a payment and / or award may be made to you after the conclusion of that process. However, the amount of any award and / or payment to which you are entitled may be reduced by the Company in its sole discretion. For the avoidance of doubt, any award and / or payment may be reduced to nil in such circumstances.

6.4 Notwithstanding paragraph 6.3, any unpaid or unvested award (or portion of an unpaid or unvested award) may be reduced (to nil if appropriate) at the Company's discretion and to the extent permitted by applicable laws. For the avoidance of doubt, the Company may exercise its discretion including as a result of:

(a) Barclays PLC or any subsidiary's financial statements having been materially restated for the period for which the award was made other than restatement due to a change in accounting policy or to rectify a minor error; or

(b) Your actions having, in the reasonable opinion of the Remuneration Committee, following consultation with the Company:

i. deliberately misled the management of the Company, the market and/or Barclays PLC shareholders regarding the financial performance of Barclays PLC or of any subsidiary;

ii. caused harm to the reputation of the Barclays Group;

iii. amounted to misconduct; negligence, incompetence or poor performance ("misconduct", "negligence", "incompetence", and "poor performance" as determined by the Remuneration Committee acting in good faith, following consultation with the Company); or

(c) The Barclays Group or any of its subsidiaries, in the reasonable opinion of the Remuneration Committee, following consultation with the Risk Committee, has suffered a material failure of risk management.

6.5 Should the Company become aware that the amount of any award that has been paid or released to you was calculated on the basis of any false, incorrect or misstated information, then, the Company may, within one year of any such payment or release being made, request that you will repay as a debt to the Company the amount (or any part of the amount) as may be determined in the Company's sole discretion and to the extent permitted by applicable laws. You confirm that in the event a repayment obligation arises the Company is authorised to deduct the appropriate amount from your salary or any other amounts due to you (including in instalments) as it determines in its discretion and to the extent permitted by applicable laws.

6.6 A payment of cash and / or a release of Shares or other instruments under an award will be subject to tax and other applicable withholdings, taxes, duties, cesses, deductions and will be subject to the rules of any applicable incentive plan.

6.7 Whether you are eligible to receive a discretionary incentive award, and if so, the amount shall be determined at the absolute discretion of the Company. You have no contractual right, whether express or implied, to receive an award at all, or an award of any particular amount, and the making of an award in any year does not give rise to any obligation on the Company to make an award in any future year. For the avoidance of doubt, your employment may be terminated by the Company at any time, for any reason, in accordance with clauses 18 or 19 of this Employment Letter and the exercise of that right to terminate is not limited or fettered by any term (express or implied).

6.8 Within Barclays, certain (usually senior) roles are designated as 'Material Risk Taker' ("MRT") roles. Where you are a MRT for any particular year you will be notified of this during or following the end of the relevant year. At any time during the seven year period from the date on which any variable remuneration is awarded to you in respect of a period for which you are a MRT (the "Relevant Variable Remuneration"), if Barclays determines that:

(a) your actions or omissions have, in the reasonable opinion of Barclays amounted to misbehaviour or material error; and /or

(b) Barclays or the relevant business unit has suffered a material failure of risk management, then, without prejudice to Barclays other remedies, Barclays may require that you repay an amount, not exceeding the value of the Relevant Variable Remuneration. The repayment shall be of such value as may be determined in Barclays discretion acting in good faith, to such Barclays Group Company and on such terms as Barclays may direct.

In respect of paragraph 6.8 (b) above, Barclays shall take into account your proximity to the applicable failure and your level of responsibility before any request for repayment is made. In respect of paragraphs (a) and (b) above, before any request for repayment is made, Barclays shall take into consideration whether you (i) have participated in, or were responsible for, conduct

which resulted in significant losses to the Barclays Group or (ii) failed to meet appropriate standards of fitness and propriety.

For the avoidance of doubt, the whole or any part of the Relevant Variable Remuneration can be clawed back if Barclays makes its determination within seven years from the date that the Relevant Variable Remuneration was awarded to you even if an event falling within (a) or (b) above occurred prior to the date of award.

The determination of what constitutes "misbehaviour", "material error", "material failure of risk management", "significant losses" and "appropriate standards of fitness and propriety" shall be determined by Barclays acting in good faith.

You confirm that in the event Barclays makes a repayment determination, you shall repay the amount subject to that determination within the time period specified in the determination. You further confirm and provide authorisation for Barclays to deduct the appropriate repayment amount from your salary or any other amounts due to you, to the full extent permitted under local law, whether from Barclays or any other Barclays Group company.

You acknowledge that (in addition to its rights at clause 16 (Amendments to terms and conditions of employment) the terms of this clause 6.8 may be amended by Barclays to the extent deemed reasonably necessary in order to comply with law, regulations or guidance published by any regulatory authority or other relevant authority from time to time.

This clause shall apply in addition to the general right of repayment set out in clause 6.5 of the Employment Letter.

7. Statutory and Other Benefits

- 7.1 You will be eligible for various statutory benefits as mentioned in the Summary of Key terms and in accordance with the relevant laws.
- 7.2 The Company operates or may operate a benefits programme for its employees and your benefits are/will set out in full in the attached benefits brochure (except the statutory benefits mentioned above, these benefits do not form part of your contract of employment of have any contractual or other legal effect).
- 7.3 The Company has the right at its absolute discretion to amend or withdraw the benefits at any time and without any compensation or notice to you and / or replace any benefit with an alternative at its discretion.
- 7.4 Participation in any benefits scheme is subject to the rules of the relevant schemes, which may vary from time to time, and is subject to you satisfying any applicable requirements of the insurers or third party providers (where relevant). Your participation may be excluded where, in Barclays opinion, cover can only be obtained on the basis that exceptional conditions or unusually high premiums are imposed or levied by the insurer or provider.

8. Annual Leave

- 8.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The dates of the annual leave year may be changed. You are obliged to take all your annual leave entitlement in the relevant year, unless a policy/Handbook applicable to you states otherwise, in which case leave may only be carried over subject to and in accordance with those terms and applicable law. Your annual leave dates must be agreed in advance with your line manager. You will be allowed to carry your unutilised privileged leaves over to the next annual leave year, subject to the limit and restrictions as may be defined in the company policy and subject to the applicable laws. There is no provision of encashment of unutilised leave (including in case of termination of employment), except where such encashment is mandated by law applicable at the place of your employment at the relevant time.
- 8.2 If your employment begins during an annual leave year, your annual leave entitlement (plus any Bank or Public Holidays which fall during this period), will be calculated pro rata. During the probationary period you may only take such annual leave as has accrued in your favour up until the time of taking such leave. Any unutilised leave at the time of cessation of employment shall lapse and any payment to be made in lieu of the unutilised leave shall be at the sole discretion of Barclays unless mandated by the applicable law. If you have taken more leave than your accrued entitlement, you shall be required to repay to the Company an amount equivalent to any holiday taken in excess of your pro rata holiday entitlement, and the Company is authorised to deduct the appropriate amount from your final salary instalment or any other sum owed by the Company to you at the Termination Date.
- 8.3 In accordance with regulatory guidelines and the Company's policies, the Company may require you to go on a mandatory block leave.

9. Intellectual Property

- 9.1 For the purposes of this paragraph:

"Intellectual Property Rights" means (i) copyright and related rights, patents, know-how, confidential information, database rights, inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Invention" means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded in any medium; and

"Works" means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

- 9.2 You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your employment (whether conceived, or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You confirm that you will provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.
- 9.3 You confirm that you will only use the Works to perform your obligations under Employment Letter and that you will not make personal copies of any Works other than for the purposes of your employment with the Company.
- 9.4 It is understood that all Intellectual Property Rights created by you in the course of your employment shall be "work for hire". You acknowledge that you have, and will have at all times while you are employed by the Company, a special obligation to further the interests of the undertakings of the Company, and that all Works and Intellectual Property Rights in the Works will automatically,

on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.

- 9.5 To the extent that the Works and Intellectual Property Rights do not vest in the Company or the Barclays Group automatically, you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights vest absolutely in the Company.
- 9.6 You confirm that you will immediately, upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and Intellectual Property Rights in the Works in the Company, to enable the Company to enjoy the full benefit of the Intellectual Property Rights, and to enable the Company to enforce its Intellectual Property Rights against third parties or defend claims brought against the Company in relation to any Intellectual Property Rights.
- 9.7 By signing Employment Letter you accept and confirm to assign to the Company or a member of the Barclays Group (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You confirm that such assignment shall be perpetual, worldwide and royalty free. You also confirm that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and confirm that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.
- 9.8 You unconditionally and irrevocably waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is or may become due to you.
- 9.9 When this Employment Letter expires or terminates, for whatever reason, you will immediately deliver up to the Company all Works in your possession or under your control, and under no circumstances may any Works be retained by you except with the prior written consent of the Company.
- 9.10 Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Employment Letter will become due to you in respect of your compliance with this Section 9.

10. Confidentiality

- 10.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company and/or any other Barclays Group company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter, where the Company has given written consent or disclosure is required by law, where the information is already in or comes into the public domain (other than by your unauthorised disclosure).
- 10.2 During your employment or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information belongs to the Barclays Group and must be returned by you either at any time during the course of your employment on the request of the Company and immediately on termination of your employment.
- 10.3 For the purposes of this Employment Letter, "**Confidential Information**" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of the Barclays Group, or any of its customers, clients, suppliers or agents. This includes but is not limited to:
- (a) commercially sensitive information or trade secrets;
 - (b) corporate and marketing strategy, business development plans, sales reports and research results;
 - (c) business methods and processes, technical information and know-how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;
 - (d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;
 - (e) information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales and/or current or anticipated trade union/employee disputes;
 - (f) information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any current or former director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action;
 - (g) budgets, management accounts, trading statements and other financial reports;
 - (h) unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and
 - (i) any other information which any member of the Barclays Group or any of its employees or consultants has identified (orally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.
- 10.4 You shall not solicit business for the Company from any clients belonging to your previous employer/s in breach of your terms of employment with your previous employer. You shall not use any confidential information that came to your knowledge in the course of your previous employment/s while working with the Company. You undertake to indemnify the Company against any action that the Company may face on account of your actions in breach of your obligations to your previous employer/s.

11. Regulatory compliance and dealing codes

- 11.1 The nature of the Barclays Group's business is such that it is authorised and regulated by the appropriate Regulator.

- 11.2 It is your responsibility to know, understand and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the rules which apply to you, you must contact the Compliance team within your business area.
- 11.3 If you are a Regulator approved person (or any equivalent status with any other regulator) you must comply with the Regulator's Statement of Principles and Code of Practice for Approved Persons (or meet the applicable standards). Failure to meet these Principles / Standards and / or to comply with this Code of Practice (or other applicable standards) may result in investigation by the regulator, applicable regulator and/or the Company, and / or disciplinary action being taken against you by the Company which may result in the termination of your employment.
- 11.4 You confirm that you will be bound by and will comply with the Barclays Group Share Dealing Code and with any more stringent dealing rules applicable to you or the area of the business in which you work. In particular, you agree not to make any investment, directly or indirectly, in any company or business which is a customer or client of the Barclays Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.
- 11.5 Any incentives or compensation payable to you by any member of the Company or Group Company (under this Employment Letter or otherwise, including any guaranteed amounts and including, where applicable, the payment and settlement schedule and split of cash and Shares as set out in this Employment Letter) are subject to limitation or modification to the extent reasonably deemed necessary by the Company including in order to remain consistent with Barclays remuneration policy (as amended from time to time) or to comply with laws and regulations, including any regulations or guidance published by the Regulator from time to time.

12. Expenses

There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location for a meeting. Any expenses must be pre-approved and claimed promptly and will be reimbursed to you in line with our procedures, a copy of which can be found on your intranet.

The Company at its sole discretion may bear certain expenses on your training, learning and developmental needs, subject to your acceptance of the terms and obligations as would be mentioned in the agreement ("**Training Agreement**") that may be executed with you.

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, post completion of the said trainings/ programs/courses, as the case may be and/or to compensate the Company by paying an agreed sum as liquidated damages. Your specific obligations will form part of the Training Agreement to be executed with you. For the execution of the Training Agreement, you may be asked to get a surety to undertake your obligations under the terms of the Training Agreement.

Unless otherwise agreed in the Training Agreement, any breach of the terms of the said Training Agreement, will be considered as the breach of the terms of this Letter.

13. Attendance at work

- 13.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours or more on a given day, your normal working hours would additionally include up to a daily one hour break.
- 13.2 From time to time, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

14. Sickness Leave

- 14.1 If you are unable to work through ill health or injury you will be entitled to sick leave in accordance with the policy on Leave and Holidays, which can be found in the Company's Intranet. The Company reserves the right to only approve sick leave of more than two consecutive workdays if certified by a medical practitioner of the Company's choice, and you hereby confirm that you cooperate with such an examination and to authorise the full disclosure of any resulting report to Barclays.
- 14.2 The payment of salary and any allowances during periods of sickness will be subject to as prescribed under the applicable laws and you following the requirements regarding notification and certification of absence as set out in this Employment Letter, on your intranet and the Company being satisfied that you are unable to work due to illness or injury.

15. Other absences from work

Approval should be obtained in advance from your line manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your line manager as soon as possible. Absence without approval and / or explanation will be dealt with under the disciplinary procedure which could result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

16. Amendments to terms and conditions of employment

- 16.1 The Company reserves the right to review, revise, amend, replace or withdraw the contents of these Terms and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in legislation or regulation from time to time.
- 16.2 For the avoidance of doubt, where the Company retains a discretion under these Terms (including but not limited to the discretion to make incentive award(s) to you, any matters considered in the decision whether to make such an award and the value, form, conditions and timing of delivery of any such award(s)) such discretion cannot be limited or fettered in any way other than by consent between you and the Company which is documented formally in writing on the Company's headed paper by an authorised member of the Human Resources Department.

17. Allocation of duties and transfer within the Barclays Group

You confirm that the Company will be entitled at any time and with [prior notice (where required by applicable law) to: (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or (ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of the Barclays Group as it will in its absolute discretion determine; and/or (iii) second you on a temporary or permanent basis to work for any company in the Barclays Group or to a third party and/or (iv) transfer your employment and its rights and obligations to another company in the Barclays Group.

18. Leaving Barclays

18.1 Subject to paragraph 2 of these Detailed Terms and Conditions the Company and you may each terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms. In addition:

- (a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during any probationary period that may apply to you as set out in your Summary of Key Terms;
- (b) your employment shall be conditional on your ability to start work on the agreed Start Date. If you are unable to do so, you will have no entitlement to receive any payment or other benefit whatsoever from the Company or the Barclays Group;
- (c) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time which may include failure to comply with any policies and/or procedures including those referred to in the Detailed Terms and Conditions, lack of competence, serious breach of the Terms including improper or unethical behaviour);
- (d) Your contractual and normal retirement age is 60 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve written notice; and
- (e) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you:
 - i. are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or
 - ii. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring any member of the Barclays Group or yourself into disrepute or may damage the business or affairs of the Barclays Group; or
 - iii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Employment Letter (or otherwise fail or refuse to carry out the duties assigned to you); or
 - iv. have breached or otherwise failed the Barclays Group sanctions screening policy or process; or
 - v. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or
 - vi. materially breach the rules of the Regulator; or
 - vii. breach any Barclays Group rules on anti-bribery or anti-corruption;
 - viii. don't obtain or maintain the accreditation(s) or qualifications that you are required to have (in the Company's opinion, or according to relevant regulators or professional bodies) to be able to work in your job profile
 - ix. be repeatedly absent without leave or absent without leave for a period exceeding 14 days.

This sub paragraph is not exhaustive and does not restrict any other right which the Company may have (whether at common law or otherwise) to terminate your employment summarily.

18.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in lieu of notice period. In respect of the Damages, the Company reserves the right to set-off against/ write off as amount payable/ withhold from the salary and/or any allowances. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

18.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

18.4 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:

- (a) immediately return to the Company all vehicles, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (security pass, business cards, etc) relating to the business of or belonging to the Barclays Group, together with all copies of any such documents that you have in your possession or under your control;
- (b) irretrievably delete any information relating to the business of the Company or the Barclays Group stored on any computer or storage device and all information derived from the same in your possession or control and held outside of any Barclays Group premises;
- (c) resign with immediate effect from any offices or appointments you hold within or connected to the Barclays Group; and
- (d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.

19. Payment in lieu of notice

19.1 The Company reserves the right in its sole and absolute discretion to terminate your employment and your terms with immediate effect (whether or not notice has been given by either party) by giving notice in writing to you of its intention to make a payment in lieu of notice and, if it does so, the Company shall make you a payment in lieu of notice, equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion (the "**Payment in Lieu**"). Where the Company elects to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date specified by the Company, regardless of when the Payment in Lieu is paid

19.2 Any Payment in Lieu will be paid less tax and any applicable withholdings. You will not be entitled to receive any payment in respect of holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

19.3 Any Payment in Lieu may be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu may at the Company's discretion be paid as a lump sum within one month of the Termination Date or in equal monthly instalments from the date on which notice is served until what would have been the end of the Notice Period

provided always that if after exercising its discretion to make a Payment in Lieu the Company becomes aware of any grounds that would permit it to summarily terminate your employment any payments due under this clause 19.3 will cease to be payable and the net value of any Payment in Lieu that has been received by you shall be repaid as a debt to the Company within 30 days of the Company notifying you of this repayment obligation.

20. Garden leave and suspension

20.1 The Company may suspend you at any time from the performance of all or any of your duties:

- (a) for the whole or any part of any applicable Notice Period; or
- (b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to an investigation by a regulatory authority or an investigation under the Company's disciplinary procedure).

20.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of the Barclays Group (other than as a customer) and may require you to:

- (a) not speak to, contact or otherwise communicate with or engage with any director, consultant, agent, contractor or employee of any member of the Barclays Group other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of the Barclays Group unless they are members of your immediate family;
- (b) at any time to carry out such special projects or duties commensurate with your abilities as the Company shall in its absolute discretion determine;
- (c) meet with representatives from the Company in order to facilitate a handover of work and provide assistance with ongoing business activity; and
- (d) take any holiday which you have accrued.

20.3 During any period of suspension:

- (a) your employment with the Company and this Employment Letter will continue and you will continue to be bound by your obligations under it (except as expressly set out in this paragraph) including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company; and
- (b) you shall continue to receive your basic salary and all contractual benefits in the usual way.

21. Post termination restrictions

21.1 You confirm to the Company (for itself and as trustee and agent for each member of the Barclays Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, firm, company or other entity:

- (a) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date approach, solicit or deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company or the Barclays Group and with whom you had material dealings in the course of your employment with the Company or in respect of whom you were aware of material and confidential information, in both cases within the 12 month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the business of the Barclays Group; and
- (b) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date solicit or entice away or attempt to solicit or entice away or employ or engage any director, officer or employee of executive status in the Barclays Group with whom you had material dealings within the 12 months period immediately prior to the Termination Date. For the purposes of this paragraph "employee of executive status" will include without limitation any employee of the Barclays Group with a corporate grading Managing Director, Director, Vice President (or equivalent grades, or anything which replaces these grades) and any employees of the Barclays Group with a lower corporate grading where in the 12 months prior to the Termination Date, you have had line manager responsibilities in relation to that employee or they have had line manager responsibilities or have been engaged in work or projects which in the Company's reasonable opinion are key to its business and / or mean that they are in possession of material and confidential information relating to the Barclays Group.

21.2 Each of the restrictions contained in this paragraph are considered by the parties to be reasonable in all the circumstances as at the date of this Employment Letter. However, the parties acknowledge that if any one or more of such restrictions will be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Barclays Group, but would be enforceable if words were deleted or one or more of the duration, range of activities and area covered were reduced in scope, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Letter and it is confirmed that each restriction in this paragraph will be construed as separate and individual restrictions.

21.3 You confirm that if, during either your employment with the Company or the period of the restrictions set out in this paragraph you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offeror as soon as reasonably practicable after receiving the offer.

22. Further terms

22.1 No omission to exercise or delay in exercising any right, power or remedy of the Company under this Employment Letter will constitute a waiver of that right, power or remedy.

22.2 During your employment:

- (a) the Company may at its discretion require that you undergo screening, including for criminal record, sanctions list and/or credit reference checks from time to time. It is anticipated that any such screening would only be undertaken if required for regulatory purposes or in order to comply with the minimum standards for the role you are undertaking; and
- (b) you should advise the Company should any of the circumstances as set out in paragraph 18.1(e) of this Employment Letter arise or be brought against you.

22.3 You acknowledge that in entering into these Terms you have not relied on any representation or undertaking by the Company whether oral or in writing, except as expressly incorporated into this Employment Letter.

- 22.4 You consent to the Company monitoring your use of all Company resources and its communication and electronic equipment (including without limitation the telephone, internet, blackberry, software applications and email systems) and information stored on the Company's computer equipment, as described in your local acceptable use policy in accordance with the Barclays Group procedure and / or guidance on electronic communications. A copy of the policy that applies to you can be found on your intranet.
- 22.5 You understand that you may, during your employment, be granted awards under the terms of one or more of the Company's long term incentive plans or any incentive or bonus plan operated by the Barclays Group. If, on termination of your employment, you lose any of the rights or benefits under any such plans you will not be entitled, by way of compensation for loss of office or otherwise, to any compensation for the loss of any rights under any such plans.
- 22.6 If your employment is terminated at any time by reason of any reconstruction or amalgamation of the Company or any Barclays Group company, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

23. Certifications

23.1 You confirm and certify that:

- (a) you are not precluded or restricted by any term of any agreement, undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;
- (b) you will notify the Company of any change in circumstances around the termination of your employment with your previous employer between the date of this Employment Letter and the Start Date;
- (c) you are not currently, and have never been, the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on-going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);
- (d) you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti-competitive behaviour; and
- (e) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.

23.2 Any breach of these certifications will entitle Barclays to immediately terminate your employment.

24. Governing law

Your Terms are governed in accordance with the laws of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management in relation to any legal action or proceedings that arise out of or in connection with this Employment Letter.

25. Key policies, procedures and practices

- 25.1 During your employment with the Company (and where applicable after your employment has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations, including (but not limited to) Barclays Group policies and procedures on, and any other obligations relating to, anti-bribery and corruption. Failure to do so may result in disciplinary action being taken against you.
- 25.2 You should familiarise yourself with all policies and procedures that apply to your grade and business area as set out on your intranet. The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important (although this is not intended as a comprehensive list):
- Any applicable Employee Handbook
 - Anti Bribery and Corruption
 - Regulator's Business Principles
 - Disclosure obligations
 - Data protection, confidential information and Chinese walls
 - Equality and Diversity
 - Managing people, including on various types of leave and our disciplinary and grievance policies
 - Bullying, Harassment and Discrimination policy
 - Prevention of Sexual Harassment at the Workplace
 - Dress at Work
 - Electronic and other forms of communication
 - Personal account and share dealing
 - Conflicts of interest and outside business interests and affiliations
 - Market conduct
 - Gifts and Entertainment
 - Health and Safety
 - Whistleblowing or Raising Concerns
 - Substance Abuse
- 25.3 Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.
- 25.4 The disciplinary and grievance rules and procedures which are applicable to your employment are set out on your intranet. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing to your line manager or HR contact in accordance with the Company's disciplinary procedure. If you wish to raise a grievance please apply in writing to your line manager or HR contact in accordance with the Company's grievance procedure.

APPENDIX 1

Definitions and interpretation

In the Detailed Terms and Conditions, the following terms have the following meanings:

"Barclays" means Barclays PLC.

"Barclays Group" means Barclays, the Company, and any company which is from time to time:

- (a) a holding company (as defined by Section 1159 of the Companies Act 2006) of Barclays
- (b) a subsidiary (as defined by Section 1159 of the Companies Act 2006) of Barclays or of its holding company;
- (c) a company over which Barclays has control within the meaning of Section 1124 of the Corporation Tax Act 2010; or
- (d) a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of Barclays;

and "Barclays Group company" will be interpreted accordingly.

"Company" means your employing entity within the Barclays Group.

"Damages" shall mean loss and damage suffered by the Company on account of unauthorized termination of the Employment Letter in breach of the provisions mentioned herein.

"FCA" means the UK's Financial Conduct Authority, or any successor or applicable regulatory authority.

"Notice Period" means the notice period as set out in your Summary of Key Terms.

"PRA" means UK's Prudential Regulation Authority, or any successor or applicable regulatory authority.

"Regulator" means the FCA and / or the PRA, and/or RBI and/or SEBI as may be applicable, or any successor or applicable regulatory authority.

"Risk and/or Compliance requirements" means a control or regulatory issue of business unit significance that is identified by the Company in its absolute discretion.

"RBI" means the Reserve Bank of India or any successor or applicable regulatory authority.

"SEBI" means the Securities Exchange Board of India or any successor or applicable regulatory authority.

"Share" means an ordinary share in Barclays PLC.

"Start Date" means the start date as set out in your Summary of Key Terms.

"Termination Date" means the date on which your employment terminates.

Some capitalised terms in the Detailed Terms and Conditions are as defined in your Summary of Key Terms and any applicable Schedules unless stated otherwise. References to any statute or legislation will include any modification, re-enactment or extension of that legislation.

Your Offer Attachments

*Response
Accept the offer

*E-Signature

(Please enter your last name as captured below)
Jha

July 29, 2022

Mr. Upmanyu Jha

Email id: masterupmanyu001@gmail.com

Sub: Letter of Intent - Quantiphi Analytics Solutions Private Limited ('Company')

Dear Upmanyu Jha,

We are pleased to offer you the position of **Intern - Machine Learning Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company").

Your salary during the course of full-time employment will be **INR 8,50,000/-** annually on a cost to company basis.

Fixed Component	QCDP Reward	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

As a part of your onboarding process, you will undergo a four-month internship ('Virtuverse') with us and thereby leading to confirmation as a full-time employee based on your performance.

'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc.

During the period of internship, you will be paid a fixed amount of INR 23,000/- per month as stipend and all other allowances/benefits will be shared with you by February 2023.

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company.

The Letter of Intent needs to be accepted within 48 hours, else it will be considered as null and void.



Authorized Signatory
Mohini Palchowdhury
(Head - Human Resources)

Agreed and Accepted
Upmanyu Jha



Date: November 10, 2022

Ref: LTI/HR/EN9/Campus/2023

Name: Bhuvanesh Kolhe

College: Fr. C. Rodrigues College of Engineering, Bandra

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Bhuvanesh Kolhe,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on being selected as a **Graduate Engineer Trainee**. This offer is on the following terms and conditions, subject to fulfilling the eligibility criteria (Refer '**Annexure 1**') and a successful background check.

1. During the training period (includes classroom and on the job training) of 3 months, your Stipend including all benefits will be **Rs. 25000 pm**.
2. All payments made to you would be subject to deduction of applicable taxes at source (TDS).Your remuneration is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever, except with the prior consent of the Company.
3. You will also be issued a detailed Letter of Appointment as Graduate Engineer Trainee subject to you meeting the eligibility criteria as mentioned in '**Annexure-1**'. Your appointment is in accordance with the Apprentices Act, 1961.
4. **Documents** - Your offer is subject to you submitting all the mandatory documents at the time of joining. (Refer '**Annexure-2**')
5. **Background Verification** - As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your educational / professional credentials and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, this offer shall stand withdrawn, apart from other legal action being initiated against you.
6. If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this **Graduate Engineer Trainee Offer Letter** on the **CampBuzz Portal** (<https://campbuzz.ltinfotech.com>) and register your credentials therein within seven (7) days from the date of this letter.

If you do not register your credentials within the above period on the Company portal and accept the offer on the portal within (7) days, the aforesaid offer automatically stands cancelled. Post registration on the above portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.

7. You are required to register yourself as an apprentice on the apprenticeship portal <http://www.mhrdnats.gov.in> within [7] days from the date of this offer or once your final semester is completed as applicable.



8. You may be confirmed in 3 months from the effective start date of your employment with the Company. During this period, a prior notice of 7 days shall be applicable, in case of voluntary resignation by the employee. Your employment with LTI will be terminated without any notice or stipend or compensation in lieu of notice in the below circumstances, which you agree are reasonable and acceptable:
 - Failing to meet the qualification criteria during the Training Program assessments
 - Unauthorized absence during the Training Program
 - Integrity and other disciplinary expectations
9. All Annexures appended herewith shall form an integral part of this letter.
10. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.
11. The terms and conditions mentioned above are subject to change at any time at sole discretion of the Company and as per business demands without prior notice.
12. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.
13. Post successful completion of 3 months and subject to joining the Company, your annual CTC including all benefits will be as per the details mentioned in '**Annexure-3**'.
14. As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining the Company. You are therefore requested to complete the Company training which will be communicated to you separately. Company has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings are critical and the outcomes would have a direct impact on your onboarding.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For LTI Ltd.

Thiagu Dharmalingam
Senior Manager -Talent Acquisition

I have read the letter and accept the same.

Signature and Date

ANNEXURE-1

Eligibility Criteria for Engineering - Year 2023 Batch		
Qualification:	B.E./B.Tech.	M.E./M.Tech/MCA/M.SC
Branches:	All Branches	M.E./M.Tech(All branches) MCA, M.Sc (five-year integrated CS/IT)
Age Criteria: As on 1st July of Passing year (2023)	Less than 24 years	Less than 26 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma which should not be more than 2 years. No Year drop allowed.	
SSC, HSC Percentages/CGPA:	60% & Above OR Equivalent CGPA	
	NOTE: <ul style="list-style-type: none"> SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only. For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration. 	
Diploma/Graduation Percentage/CGPA :	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA	
	<ul style="list-style-type: none"> For the interview process, an aggregate of 60% & above <u>till the results of the last conducted examination</u> will be considered Aggregate of 60% & above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results 	
	<ul style="list-style-type: none"> Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule) Conversion from CGPA into Percentage must be calculated as per your respective University norms Provisional/Passing Certificate must state First Class 	
	<ul style="list-style-type: none"> No active/live backlogs allowed at the time of the interview process All backlogs (if any) must be cleared <u>with the final semester exams</u> All final semester subjects <u>must be attempted and cleared in the First Attempt</u> (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course) 	
	<ul style="list-style-type: none"> Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear. 	
Nature of Course:	All Full Time courses Only	
Year of Passing:	(2023) SUMMER Pass outs Only	
Citizenship:	Resident Indian Citizens Only	
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY	
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence	
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at the time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS	
Training phase:	The period of training (classroom/virtual) and the subsequent technology & communication tracks assigned for training are purely subjected to the business requirements. Non-performance during technical & communication trainings/on the job phase is subjected to separation from the organization	
Flexibility:	Should be flexible to work in any technology/work-shift/domain and work from any development center/partner premise/customer location as per business needs	
Cooling Period:	Should NOT have appeared for any LTI interview process anywhere in the past 6 months from the date of my interview process.(If found so, LTI may take immediate action and cancel the candidature at ANY stage)	
Eligibility for Maternity Leave:	As per the Maternity Benefit Act, 1961, employee would be entitled for maternity leave if she has worked for a minimum of 80 days in the organization in the twelve months immediately preceding the date of her expected date of delivery	



Self-Declaration:

1. You should meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. LTI may take immediate action at any time during or after the Interview/Selection/Joining if found hiding any information/involved in any sort of malpractices/producing incorrect information or not meeting all the criteria mentioned above.
3. This recruitment process is completely free of cost.

Candidate Signature: _____

Name: _____

Institute Name: _____

Mobile No: _____



ANNEXURE-2

Please bring along with you the following documents in original and one copy of the same.

- A. Duly acknowledged copy of the Graduate Engineer Trainee Offer Letter.
- B. Non-Disclosure Agreement.
- C. Two copies of your recent passport size photograph with white background.

Attested copies of the following are required:

- 1. Proof of age.
- 2. SSC/HSC or equivalent examination mark sheets.
- 3. Diploma / Degree mark sheets for all the Semesters/Years.
- 4. Passport first & last page.
- 5. Four wheeler Driving License.
- 6. Pan card.
- 7. Aadhar card.

You are requested to note that our offer is subject to submitting the above documents.

ANNEXURE-3

Name : Bhuvanesh Kolhe Date : November 10, 2022

Salary Grade : P1

Components	INR. (p.a.)	INR. (p.m.)
Basic	180000	15000
Bouquet of Benefits	162180	13515
Bonus	21000	1750
Base Salary (p.a.)	363180	30265
Annual Incentive	0	
Total Variable (p.a.)	0	
TTC(p.a.)	363180	
PF	21600	1800
Gratuity	8658	722
Mediclaime Premium(p.a)	12929	1077
Retirals & Other Benefits(p.a)	43187	3598
Cost to Company (CTC)	406367	33863

Medical Insurance Premium:

The Group Mediclaime Policy of Company covers Employee, Spouse & upto 3 dependent children (below 25 yrs of age). Coverage limits are as per company policy.

You would also be eligible to be covered under the Voluntary Group Term Life and Group Accident Insurance policy as per the company policy.

Notes:

- 1)Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2)Bouquet of Benefits* /Flexi Pay consists of Flexi-components which may include HRA,Conveyance,LTA,MealAllowance and Adhoc allowance.
- 3) H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 4)The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
- 5) Gratuity payment shall be as per "Payment of Gratuity Act, 1972".
- 6)Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.



Godrej | CAPITAL

OFFER DOCUMENT

Ravisingh Kushwah

22nd June 2023

To,
Ravisingh Kushwah,
Fr. Conceicao Rodrigues College of Engineering (FRCRCE), Mumbai

Dear Ravisingh,

Greetings from **Godrej Capital Limited!**

Congratulations! We are delighted to offer you the position of **SDE Trainee at Head Office (Mumbai)** location in our organization on the terms and conditions discussed with you at the time of the campus interview. Your date of joining us will be **03rd July 2023**.

This offer is subject to you being found medically fit, clearing your Graduation course in the **first attempt** and verification of your credentials and documents.

The following document includes:

1. Detailed Offer Structure
2. Frequently Asked Questions which will help you understand the offer structure better.

Thank you,



Ruhie Pande
Chief Human Resources Officer

Offer Structure

Name	Ravisingh Kushwah	
Designation	SDE Trainee	
Grade	L1 – Senior Executive	
	Per Annum (INR)	Per Month (INR)
Basic	3,36,000	28,000
HRA	2,18,400	18,200
Flexible Compensation	4,69,116	39,093
Gross pay	10,23,516	85,293
PF (Employer Contribution)	40,320	3,360
Gratuity	16,164	1,347
Fixed CTC	10,80,000	90,000
Variable Pay	1,20,000	
Total CTC	12,00,000	

- You will be eligible for variable pay as per the campus program and company policy.
- Flexi Pay Components will include Education Allowance, Petrol Reimbursement, LTA, Supplementary Allowance etc. Each component has a level specific amount attached to it and employees have the flexibility of choosing components within the flexi pay framework.
- Your CTC does not consider the cost incurred by the company towards Hospitalization and Group Term Insurance. You will be covered under the Group Insurance Scheme and Medical Benefits for you and your dependents (up to a maximum of 3 – among spouse, children, dependent parents), with the exact limits detailed in the FAQs attached.

I agree to the above terms and conditions of employment.



(Ravisingh Kushwah)

FREQUENTLY ASKED QUESTIONS

1. What are the different components of my compensation structure?

Your compensation structure (CTC) has three broad components:

1. Fixed Component
2. Flexible Component
3. Variable Component

2. What is the fixed component of my compensation structure?

- The Fixed component of your compensation structure includes Basic, House Rent Allowance, Provident Fund (PF) and Gratuity
- Basic forms a part of your monthly in-hand salary
- House Rent allowance is a fixed component of your CTC structure. HRA shall be maximum 65% of your basic salary.
- PF will be calculated as 12% of your Basic. Provident Fund involves equal contributions from the employer and employee (the amount indicated is the employer contribution, the employee contribution will be made through a deduction from salary).
- Gratuity will be calculated as 4.81% of your Basic. Gratuity is payable as per the Payment of Gratuity Act, 1972 and eligibility commences on completion of 5 years of employment.

3. What is the Flexible component of my compensation structure?

The Flexible component of your compensation structure is a fixed pre-determined component of your compensation and comprises the flexible allowances/ reimbursements that you will get as a part of your monthly in-hand salary. You can allocate this amount to different items from our basket of allowances/ reimbursements at the start of each financial year, as per the defined eligibility of your grade.

The basket of flexible allowances/ reimbursements includes:

• Food Vouchers (Sodexo)

Employees can avail food vouchers for payment towards food expenses and is non-taxable.

Food vouchers will be available in the following three standard variants.

- ₹ 1,000/- per month
- ₹ 1,500/- per month
- ₹ 2,200/- per month

• Leave Travel Allowance

Leave travel allowance is provided to employees and their family for the leave taken to any place in India. The exemption is provided in respect of two journeys performed in a block of four calendar years.

The employee cannot claim a deduction for both the journeys in one year. The government fixes block of years which are calendar years and not financial years. The current block runs from 2022-2025.

Employees can claim LTA exemption up to value of (2 X Basic salary per month) in a year. The employee needs to submit proof of travel to his/her employer and keep copies for his or her own records. Such proofs are helpful at the time of the audit of the tax return of the individual. Proof of travel could be, for example, tickets, boarding passes, etc.

- **Education Allowance**
Children education for tuition fees and hostel allowance can be reimbursed up to a limit of Rs. 500/- Per month for a maximum of two children on submission of proofs
- **Car maintenance and fuel Reimbursement**
Car maintenance and fuel reimbursement is provided to compensate employees for the expenses incurred by them for travelling to work. Employees can choose car maintenance and fuel reimbursement allowance as per their cadre. The CTC declaration given by the employee will be continued throughout the financial year.
- **Telephone reimbursement**
This component can be used to claim the expense incurred towards official usage on telephone connections (land line or cellular phone – including internet usage) held by employees. Telephone reimbursement limit is applicable as per the cadre.
- **Supplementary Allowance**
The amount left after adjustment in the above allowances is paid as supplementary allowance.

4. What is the difference between the Flexible and Variable components of my compensation structure?

The Flexible component is a fixed pre-determined component of your compensation structure. You can allocate this amount to various components, as per the grade eligibility defined at the start of each financial year, to maximize tax benefits.

The Variable component implies your Performance Incentives, which is linked to your performance and the annual business performance for a given financial year. (applicable only to roles with CTC having variable component)

5. How long will be my probation period?

Your probation period is 6 months from the date of joining.

6. What is my notice period?

You will be on probation for 06 (six) months and during this tenure notice period will be **30 (thirty) days** for either side. After confirmation, the notice period will be **60 (sixty) days** for both parties.

7. Does my CTC include Hospitalization and Insurance Benefits?

- Our Hospitalization and Insurance Benefits are not a part of your CTC but over and above the CTC. These benefits are detailed below:
- Our Hospitalization Scheme is applicable to you and your family (self + three applicable for your spouse, parents and children). As per this scheme, we will reimburse up to 90% of the applicable annual Hospitalization Limit.
- You can also include additional dependent through self-paid option to buy cover for them.

Grade	Annual Hospitalization Limits	Reimbursement by the company for self and dependents
Officer, Executive, Sr. Executive, Assistant Manager	INR 5 lakhs	90%

We would like to support you in the event of a medical exigency. With this intent, we will also reimburse up to 50% of the expenses incurred (on you alone) beyond the Annual Hospitalization

Limits. This will become applicable once you have exhausted the limits, which you are entitled to (on self and declared dependents).

Maternity Benefits

The expenditure on maternity will be counted as a part of the limits for Hospitalization coverage and will be capped at Rs. 2.5 Lakhs reimbursement to the employee (90% will be reimbursed on the total amount). Pre and Post-natal expenses covered within this limit (hospitalization only).

Top up Option:

- You will have the option to Top up the sum insured amount.
- Top up is a voluntary policy with an additional sum insured which can be used on exhaustion of the base sum insured.
- Top up policy gets triggered only after the base sum assured gets exhausted and cannot be used for capped ailments and Maternity

8. Group Term Insurance Policy

You are also covered under a Group Term Insurance Policy. The scheme provides the following coverage in the event of untimely death of an employee.

Grade	Sum Insured (INR)
Officer, Executive, Sr. Executive, Assistant Manager	INR 30,00,000/-

9. What are the Leave Benefits that I can avail?

We believe that availing leave is necessary for you to improve productivity at the workplace and have a healthy work-life balance. Our Consolidated Privilege Leave (CPL) Policy is designed to best enable you to take regular leave and maintain this balance. You will be eligible for 25 working days of CPL annually (weekends and holidays falling during the period of CPL availed, will not be counted as part of the availed CPL) which is credited at the beginning of the year. This will be proportionately adjusted if you join or leave the services of the company during the year.

The Sick Leave policy is designed to enable you to avail leave on a 'need to' basis when you are unwell. In addition to this leave, you will also have Fixed Holidays as per the calendar for the year.

10. Is there a Code of Conduct I need to adhere to?

Yes, the Godrej Code of Conduct outlines our Business Principles and how they apply to each of us. Employees are expected to adhere to these principles in both spirit and practice as they lead Godrej into the future. The Code of Conduct has been attached with the mail for your quick reference. You are requested to please go through the Code of Conduct in detail (specially the Confidentiality and Non-Compete clauses) before accepting the offer.

Thank you!



Ingram Micro India SSC Private Limited
CIN: U51101MH2012PTC237694
Registered Office:
Unit No. 202, Second Floor, Akruti Corporate Park, LBS Marg,
Next to GE Gardens, Kanjur Marg (West), Mumbai 400078



Tel+ 91-22-39894645
Fax +91-22-30561000

Date:

To,
MRS LIDYA SIMON
MUMBAI

Sub: Letter of Engagement

Dear

We are pleased to inform you that based on the technical evaluation and panel interviews, you have been selected for the position of "Trainee Software Developer" at Ingram Micro. The Compensation details is set out in Annexure A. This is subject to normal applicable standard inductions as per Company's policies.

You would be under probation for **1 year** following the commencement of employment. Your confirmation at the end of the probation period is subject to successful completion of your performance review.

Please note that the company believes in 'Re-engineering' as a continuous process, and therefore, designations, responsibilities and location are subject to modifications in line with the business objectives.

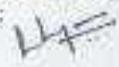
A detailed offer letter will be provided on completion of required documentations prior to your date of joining.

Please sign a copy of this letter as your acceptance and return the same to us.

We look forward to welcome you at INGRAM MICRO!

For Ingram Micro India SSC Pvt. Ltd.


Lakshmi Vellore
HR Lead

Date: 09-09-2022
Name: LIDYA SIMON
Signature: 

Ingram Micro India SSC Private Limited
 CIN: U51101MH2012PTC237694

Tel+ 91-22-39894645
 Fax +91-22-30561000

Registered Office:
 Unit No. 202, Second Floor, Akroti Corporate Park, LBS Marg,
 Next to GE Gardens, Kanjur Marg (West), Mumbai 400078

ANNEXURE 'A'		
Components	Monthly Compensation	Annual Compensation
Basic	23062	276744
HRA	11531	138372
Personal Pay	6919	83028
LTA	4612	55344
Fixed Compensation (A)**	46124	553488
Employer Provident Fund Contribution	2767	33204
Gratuity*	1109	13308
Total Retirals (C)	3876	46512
Total Compensation (TAC)		
	59000	600000
Cost to Company (CTC) - (A+B+C)		

Bills/Supporting to be produced to avail tax exemption, subject to IT rules

**Income Tax and P.T deductions as applicable

*Gratuity as per The Gratuity Act 1972

For Ingram Micro India SSC Pvt. Ltd.


 Lakshmi Vellore
 HR Lead

Date: 09-09-2022
 Name: LIDYA SIMON
 Signature: 

Private & Confidential

14 April 2023

Ross Lobo

Dear Ross,

We are pleased to offer you employment in the position of Associate Consultant with Oracle Financial Services Software Limited ("Oracle") Your base of operation is Mumbai, India. This offer of employment is made based on India laws.

We offer you a starting compensation as detailed below payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

You will also be eligible to participate in the variable Bonus Plan applicable to your role, line of business and region (the Delivery Discretionary Bonus Plan). At your career level, you may be eligible to earn variable bonus up to 10.00% per annum on your Annual Gross Pay (Base Salary) in accordance with the terms and conditions of the Delivery Discretionary Bonus Plan. This bonus is discretionary and is also subject to a number of factors, including your performance, the performance of the company and your line of business, and the funding of the bonus pool.

Components	Amount (INR) p.a
A. Basic salary	270,000.00
B. Flexible Benefit Plan (FBP) **	330,000.00
C. Annual Gross Pay AGP (A+B)	600,000.00
D. Company's contribution to PF	32,400.00
Total Gross (C+D)	632,400.00

In addition to the above you will be eligible for Gratuity benefit in accordance with the statutory provisions governing payment of Gratuity which may be applicable at the time.

** - Details of Flexible Benefit Plan is provided in the Annexure "*Employment Agreement & Employment Benefits*"

The Company may, at any time, review and/or restructure the Compensation Package.

Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of **INR 361,363.35** toward relocation costs under the JAPAC and India Relocation Program. Please note that this

amount includes your relocation budget as well as estimated service or tax fees that may apply. The relocation policy is structured to provide flexibility based on your personal needs. You will be able to allocate your available funds toward relocation services up the maximum budget amount and within the parameters of the Relocation Policy.

Oracle has partnered with SIRVA for relocation in Japan, APAC and India. Your manager will initiate your relocation with SIRVA after an Oracle purchase order has been created and approved. You will be contacted by SIRVA within 24 hours of your relocation authorization. If you are not contacted by SIRVA within a few days, please contact your Oracle manager to ensure s/he has completed the necessary steps to authorize your relocation.

Do not take any steps to initiate your own relocation prior to speaking to SIRVA. Doing so may result in a refusal to reimburse associated costs. SIRVA will review the Oracle JAPAC and India Relocation Policy and processes with you and help you manage the relocation budget. Before receiving any relocation assistance you will be required to sign and return a Relocation Agreement (provided and collected by SIRVA).

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation. Your on-board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

The letter of offer is valid for two (2) weeks from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager Arun Amirtharaj Rajendran (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within two (2) weeks from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,
For and on behalf of **Oracle Financial Services Software Limited**



Venkatraman. H

Senior Director - Human Resources

OFFER LETTER ACCEPTANCE:

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits and Proprietary Information Agreement. Those documents can be accessed via the hyperlinks and must be read prior to acceptance of this offer. You will also be required to complete a Disclosure of Interest form.

I acknowledge that I have read and understood the terms of this offer letter. I understand that as a pre-condition of my employment by Oracle, I will also be required to review and accept

- An [Employment Agreement](#) which, together with this offer letter, will constitute my formal contract of employment; and
- A separate [Proprietary Information Agreement](#).

In addition to the terms and conditions stated in the above documents, there are other company policies and procedures which I agree to observe and follow during my employment with Oracle. These company policies and procedures may be varied from time to time at Oracle's discretion.

OFFER LETTER

Date: 26 Sep 22

Vaishnavi Marathe

Sub: Your appointment as a **Software Developer** (“Offer Letter”)

Dear Vaishnavi,

We, **Zeus Systems Private Limited** (“Company”), are pleased to offer you employment on the terms and conditions set out in this Offer Letter. Your employment will commence with the Company, effective from **1st July 23** (“Effective Date”).

Roles and Functions

You shall be appointed for the designation of **Software Developer** and you will report to the reporting manager as intimated to you. You will perform all duties and responsibilities subject to the terms of this Offer Letter and the Appointment Letter to be entered into between yourself and the Company prior to your joining. You may be asked to perform other duties which may be assigned from time to time, based on the needs of the Company and your skills, at the Company’s sole discretion.

Remuneration and Variable Pay

The Company shall pay you, in consideration of the proper performance and discharge by you of your duties and obligations, remuneration and perquisites set out herein. The Company shall pay you a fixed salary of **INR 720,000/- (Rupees Seven lacs twenty thousand only)** per annum. A detailed break up of your annual compensation including the benefits or perquisites that you shall receive from the Company, has been enumerated under **SCHEDULE 1**.

You will need to sign two years if Indemnity agreement with Zeus.

Variable bonus and increment shall be given annually at the sole discretion of the management of the Company. The increment amount will be evaluated on performance standards of the Company and feedback from the reporting manager. Other broad terms and conditions shall be contained in the Appointment Letter which would be binding on you.

Probationary Period

Your employment shall be subject to an initial probationary period of 3 (Three) month (“**Probationary Period**”). The Company may at its sole discretion extend or reduce this Probationary Period.

Location

Your employment will initially be based at the Company's main office located at 1402, Tower B, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai, Maharashtra-400013, although you may be required to perform your duties and travel at other locations from time to time as per the requirements of Company. In the event of secondment at a location other than the Company's main office, no additional remuneration and/ or perquisites shall be payable by the Company except as stated under Clause of Remuneration and Variable Pay and **SCHEDULE 1** of this Offer Letter.

Hours of Work and Leaves

Your official working days will be from Monday to Friday, and you shall be expected to work for a period of 8 (eight) hours in a day, exclusive of permitted breaks in a day. The Employee shall abide by the leave policies as enumerated under the Leave Policy of the Company including any modifications or amendments thereof.

Non-Compete and Non-Solicit

The Employee understands and agrees to abide by all the non-compete and non-solicit obligations as detailed in the Appointment Letter including the Business Protection Agreement to be entered into between the Employee and the Company at the time of his joining.

Confidentiality

The Employee understands that during the term of this Offer Letter and in performance of his job duties for the Company, the Employee will be exposed to Company's and its client's information which is confidential in nature. The Employee understands that such confidential information is critical to the Company. The Employee shall abide by all his obligations to maintain the confidentiality and security of such information as enumerated in the Appointment Letter including the Business Protection Agreement to be entered into between the Employee and the Company at the time of his joining.

Termination

This Offer Letter may be terminated by either the Company or the Employee without assigning any reason by giving 15 days prior written notice to the other party.

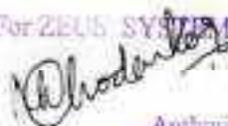
Covenants and Warranties

- a) During your employment with the Company, you shall observe and comply with all applicable rules, regulations and policies of the Company, in force for the time being and from time to time.

- b) Prior to onboarding the Company, you shall furnish the following documents at the first day of your joining the Company:
- Copy of certificates/ mark sheets in support of your qualifications and other certificates, if any;
 - Copy of relieving letter/ last drawn salary slip from your previous employers;
 - Copy of government identities; and
 - 5 latest passport size photographs.
- c) Other detailed terms and conditions of your appointment with the Company shall be as enumerated under the Appointment Letter and shall, inter alia, contain the below mentioned provisions: (i) Your duties towards the Company, (ii) Business Protection Agreement; and (iii) termination.

You are requested to indicate your acceptance of the terms contained herein by signing/ executing and returning a copy to the Company.

Sincerely yours,
For and on behalf of **Zeus Systems Private Limited**
For Zeus Learning,

For ZEUS SYSTEMS PVT. LTD.

Authorized Signatory
Minal Chodankar
Director-Admin


I have received a copy of this Offer Letter and have read and understood the above terms and conditions of employment and the implication thereof I hereby accept the aforesaid terms and conditions and agree to abide by the same.

Vaishnavi Marathe
26 Sep 22

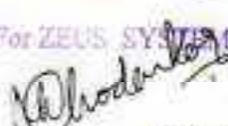
SCHEDULE 1

The Breakup of your compensation is as follows:

Components of Salary	(Figures in INR/ per annum)
Basic	210,588
HRA	126,348
Conveyance Allowance	19,200
Special Allowance	282,168
Company PF Contribution	26,316
Total	664,620
Annual Discretionary Bonus	55,385
Gross Annual Compensation	720,005

In addition to the above, you (and your dependents) shall also be covered under the Group Medical Insurance Policy of the Company. The policy is up to an annual limit of Rs. 5,00,000/- (Rupees Five Lakhs only) subject to the terms and conditions of the insurance provider.

For and on behalf of **Zeus Systems Private Limited**
For Zeus Learning.

For ZEUS SYSTEMS PVT. LTD.


 Minal Chodankar
 Director-Admin
 26 Sep 22



Letter of Intent (LOI)

Superset ID: 3277649

Date: November 25, 2022

Dear Yohan Rajesh Mhatre,

We are immensely glad to extend a hearty welcome to you to our Cognizant family.

This LOI refers to your application for employment with Cognizant Technology Solutions India Private Limited (" **Cognizant** ") and subsequent discussions. Basis the information and representation provided by you, we have found you suitable for the GenC role and your designation will be **Programmer Analyst Trainee**. Upon final scrutiny, a formal full-time employment Offer Letter with the compensation, terms and conditions, rules, regulations & policies (" **Employment Agreement** ") will be issued, and such Employment Agreement shall be subject to and be effective only upon your successful completion of the full-time internship program or Cognizant identified training programs as opted by you or mandated by Cognizant and background verification. You will have an opportunity to opt for a full-time internship with stipend during your final semester and terms and conditions governing such full-time internship program shall be detailed in the Intern Offer Letter.

It is hereby clarified that participation in this full-time internship program or Cognizant identified training programs shall not deem to constitute you to be an employee of Cognizant and the scope of this full-time internship program or Cognizant identified training programs does not include any supervisory responsibilities and that there is no agency, fiduciary or employer-employee relationship intended or created by reason of this LOI.

During this full-time internship program or Cognizant identified training programs, you shall not be entitled for any benefits paid or made available to Cognizant's full-time employees.

Upon your successfully completion of full-time internship program or Cognizant identified training programs, completion of background verification and being onboarded as an employee under a definitive Employment Agreement, your annual total remuneration shall be **INR 4,01,988/- per annum**. The detailed information on compensation and benefits will be provided in your full-time employment Offer Letter.

This LOI expresses only our intent to enable you participate in the full-time internship program or such Cognizant identified training programs as opted by you or as mandated by Cognizant, and there upon successful completion of the training which brings eligibility to receive a definitive Employment Agreement, subject to completion of hiring formalities, background verification and procedures. Cognizant has zero tolerance towards malpractice in any form and reserves all rights with respect to hiring decisions and issue of full-time Offer. This document is only a letter of intent and does not constitute any contractual relationship between you and Cognizant. Cognizant holds all rights to withhold or cancel this LOI and/or the Intern / Full-time employment Offer Letter due to non-conformance of performance benchmark or moral code of conduct.

Code of Conduct : You shall comply with Cognizants Core Values and Standards of Business Conduct, located at and incorporated herein by reference. <https://www.cognizant.com/us/en/documents/code-of-ethics.pdf>

This LOI from Cognizant is valid for 1 week - 7 calendar days, from the date of the LOI. Hence, you are requested to accept or decline the LOI within 1 week from the date of the LOI. In case we do not receive any response from your end within the aforementioned time period, this LOI shall stand withdrawn, and will be considered as void. Any extension to the LOI validity will be at the sole discretion of Cognizant. Please note that this LOI is not deemed to be considered as an employment contract or offer letter for purposes of joining Cognizant as an employee. For all onboarding formalities, the definitive Employment Agreement is required.

Upon accepting this LOI, you hereby consent for Cognizant Technology Solutions India Private Limited to receive the personal information and/or sensitive personal information ("Personal Information") submitted by you for background verification and share the same with its empaneled vendors located in India for conducting mandatory background checks for employment opportunities with Cognizant.

For further queries, related to Letter of Intent (LOI), please raise a request by clicking "Raise a Query" button in the below link. Use Superset ID as Candidate ID and choose Category as Letter of Intent (LOI).
<https://campus2cognizant.cognizant.com/Pages/Prelogin>

GenC HR Team will reach out to you over email to guide you on the next steps.
Thank you for the interest and stay tuned to hear from us.

Yours sincerely,

For Cognizant Technology Solutions India Pvt. Ltd.

Maya Sreekumar
Vice President - Human Resources





Barclays Global Service Centre Private Limited

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

Building G2,

Gera Commerzone SEZ,

Survey No. 65,

Kharadi,

Pune – 411014

CIN – U72200PN2007FTC132479

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

www.barclays.com

28 April 2023

Prachi Prashant Mohare
17 Neel Kamal, Ankur C.H.S,
Best Nagar Marg, Opp Fire Brigade,
Best Nagar, Goregaon (West),
Mumbai
400104

Dear Prachi Prashant,

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

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

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

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

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

We look forward to welcoming you to Barclays.

Yours sincerely

Sarada Srinivas
Head – HR Operations and Payroll

Summary of Key Terms

Introduction to this Section

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

Name Prachi Prashant Mohare

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

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

Start Date 10 July 2023, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above.

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

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

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

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

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

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

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

Salary

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

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

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

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

Other Payments

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

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

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

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

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

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

Qualifications/ Examinations

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

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

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

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

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

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

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

Discretionary Incentive Award

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

Statutory and Other Benefits

You will be eligible for various statutory benefits in accordance with the relevant laws. You will also be eligible to participate in the Company's benefits scheme, details of which are set out in the attached flyer which does not form part of your contract or have any contractual effect.

Any benefits are subject to the relevant policies/plans from time to time in force. The Company reserves the right to change the benefits or policies/plans from time to time.

If the Company pays or reimburses any expense on your joining the Company towards your relocation from your current place of stay to your place of posting as agreed between the Company and you, if your employment ends less than one year after the Start Date you confirm that you will pay to the Company (or alternatively Company may set-off against/ write off) any amount paid or reimbursed in respect of such relocation from the amount payable to you.

Annual Leave

You are entitled to avail annual leave which includes privilege leave, casual leave and sick leave entitlement in accordance with the applicable laws in the state of your Place of Work. Further details are included in the Detailed Terms and Conditions and on your intranet.

Notice Period

Either you or the Company may terminate your employment by giving two months written notice, however, the Company may terminate your employment with immediate effect in accordance with applicable Company policies.

Any reduction/ waiver to notice period shall be at the sole discretion of the Company. Company may adjust balance of annual leaves, while granting such reduction/ waiver.

Further information on Notice is included in the Detailed Terms and Conditions.

Overtime

Employees who are eligible under applicable laws to be paid Overtime for work beyond normal working hours, will be paid for the same in accordance to the applicable State laws at your Place of Work.

Further details in regard to Overtime are included within the Additional Time Guidelines available on the company's Intranet.

Data Privacy

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of the Barclays Group (the "Agreed Purposes"). Processing includes obtaining, holding, editing, destroying and disclosing employee information to any Barclays Group company and its employees and/or any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, lawyer/ law firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) for the Agreed Purposes ("Processing" or "Process").

For the Agreed Purposes, the Company may transfer employee information to any Barclays Group company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) in order to Process employee information for the Agreed Purposes.

You confirm that you will provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include transfers to recipients based in another country to your place of employment (either within or outside the European Economic Area) with different levels of protection of your personal data to India.

You confirm that the Company and/or any Barclays Group company may monitor and/or record your use of office equipment, for example, e-mail, internet (including chats and blogs), telephones and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

Aforesaid clause/ conditions shall apply to information relating to your family members/ relatives with respect to insurance policy, emergency contact details, etc., in accordance with prevailing Barclays'/ Company policy. It is your responsibility to inform such individuals that their data will be processed in this manner and to obtain their consent.

Confidentiality

It is important that you recognise that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company, the Barclays Group and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any stricter policy which applies to your role.

Post- Termination Restrictions

In protecting the interests of the Company, you must not, for a period of 3 months from the termination date of your employment:

- approach, solicit or deal with any person, firm, company or other entity who is or was a customer/supplier of Barclays Group and with whom you had material dealings within the 12 months period immediately prior to your termination.
- solicit or entice, or attempt to solicit or entice away or engage or employ any director, officer or employee in the Barclays Group

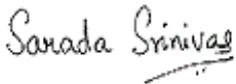
Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.

Acceptance

In accepting the terms of this Employment Letter, you confirm that all information provided by you to us in connection with this offer of employment (including at interview) is true and not misleading. You further confirm that you will notify us of any change in that information between the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre-employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the enclosed Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you acquaint yourself with the terms of all such policies, guidelines, processes and procedures. This Employment Letter set out the complete and exclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have received, read, understood, accept and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,



Sarada Srinivas
Head – HR Operations and Payroll
28 April 2023

I have read, understood and accept the terms of this Employment Letter (including the terms set out in any applicable Schedules and the Detailed Terms and Conditions section). I have been given an option not to accept these terms and thereby, not to join the Company and to seek appropriate Legal advice to understand interpretation of these terms.

Signature: _____

Date: _____

Taleo Number: 00283025
Contract Type: India Grad Offer Letter

Detailed Terms and Conditions

Introduction

About the Detailed Terms and Conditions

The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company and the Barclays Group expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that the Barclays Group has developed to reflect our values, purpose and behaviour and as part of our high performance culture and, in accordance with your contractual obligations, must be adhered to at all times. Further information and policies can be found on your own business unit intranet site.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most admired financial services companies in the world. From time to time, our policies and procedures do change and you must familiarise yourself with them on joining and periodically throughout your employment. References in the Detailed Terms and Conditions to a policy, practice, guideline and / or process generally are references to the relevant policy, practice, guideline and / or process in force at the relevant time.

These detailed terms and conditions also refer to the Barclays Values which must be adhered to at all times. The Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) are set out on your own business unit intranet site.

You should also refer to Appendix 1 which sets out definitions of the terms used in the Detailed Terms and Conditions.

Your Detailed Terms and Conditions of Employment

1. Introduction to this Section

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment terms with the Company and are referred to in this document as "Employment Letter". By signing the Employment Letter you confirm that you have read, understood and accept the terms set out in the Detailed Terms and Conditions.

2. Pre-employment and ongoing conditions

- 2.1 Your confirmation in the employment will be subject to successful completion of the Probationary Period as mentioned in the summary of terms or such additional period as the Company considers necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.
- 2.2 You understand that the Company's offer of employment is made to you subject to and conditional on the completion of certain pre-employment procedures and processes. You certify that the information that you have provided in connection with completion of the procedures and otherwise in connection with this offer of employment (including at interview stage) is true and accurate both at the time it is given and on the Start Date. The Company reserves the right to carry out screening checks on all employees, and such procedures may include but are not limited to:
 - (a) receipt of references and documentary proof that are satisfactory to the Company that you are legally entitled to reside and work in your country;
 - (b) completion of credit checks to the satisfaction of the Company;
 - (c) where criminal record checks are applicable to your role, completion of those checks to the satisfaction of the Company;
 - (d) if requested by the Company, a medical examination by the Company's medical advisers;
 - (e) where Regulator approval for your appointment is required and such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator; (iii) receipt of documentary proof that you hold the appropriate and relevant qualifications; and
 - (f) the Company receiving a signed copy of the Terms from you.
- 2.3 Whilst every effort will be made to complete all the checks and processes in the pre-employment procedures before your Start Date, this may not always be possible. In case you are employed prior to completion of the pre-employment procedure, the Company may terminate your employment at any time on minimum statutory notice if the check reports are not up to our satisfaction or the procedures are not completed within a reasonable period of time.
- 2.4 This offer of employment and your continued employment is also subject to your obtaining, holding and continuing to hold all applicable qualifications, licences and registrations as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your continued employment is conditional on such approval either: (i) being obtained; or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator (or other relevant regulatory body).
- 2.5 You shall be liable and responsible to inform and update your latest contact and address details, in the records of the Company, from time to time. Failure to comply may constitute gross negligence on your part.
- 2.6 You should not engage in any matter which would or could be anticipated to result in a conflict of interest between you and the Company.

2.7 This offer of employment and your continued employment is also subject to your successful completion of certain trainings (such as Communication & Culture and/or other process and policy trainings accreditations) that may be assigned to you by the Company from time to time. In case you remain absent for more than 2 days during these training programs or you become unable to qualify the trainings to the satisfaction of the Company, the Company shall have the sole discretion to take appropriate action including termination of your employment forthwith in accordance with provisions of Clause 18.1 (e) viii of the detailed terms and conditions of this Employment Letter. In case of your absence due to any personal emergency, your Line Manager shall on his/her sole discretion and upon evaluation of the reason of your absence, may recommend the Company to realign you for the next available training within a period of 30 days of your returning from absence. In case you are realigned for the next training as mentioned above, there may be possible change in process and/ or compensation on account of such realignment. If for any reason you do not agree to the realignment terms or no such realignment is possible within a period of 30 days of your returning from absence, the Company shall have the sole discretion to terminate your employment forthwith in accordance with provisions of Clause 18.1 (e) viii.

3. Place of Work and Mobility

Your place of work is as set out in your Summary of Key Terms. However you may need to travel to other locations and offices as reasonably required in the performance of your duties. You confirm that you will travel to such places (both inside and outside India) as the Company may reasonably require from time to time. Should the Company need to permanently change your place of work, you will be given reasonable notice of any such change (acceptable in e-mail/ letter format).

4. Duties

4.1 During your employment with the Company you confirm that you will:

- (a) act in a manner consistent with and which supports our values, purpose and behaviours and in particular the Barclays Values;
- (b) devote the whole of your working time and attention to the business of the Company and the Barclays Group;
- (c) diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business and that of the Barclays Group to the best of your ability and with integrity, due skill, care and diligence;
- (d) use your best efforts to promote and protect the interests of the Company and the Barclays Group and not do anything to harm those interests;
- (e) comply with all reasonable requests, instructions and regulations given by the Company and the Barclays Group and promptly provide such explanations, information and assistance as to your activities in the business of the Company and the Barclays Group as they may reasonably need;
- (f) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Letter, nor (without the prior written consent of the Company) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever provided always that such activities are in compliance with Barclays policies on outside or external business interests. This paragraph will not prevent you holding for investment purposes only, shares or securities which do not exceed three per cent (3%) in nominal value of the share capital or stock of any class of any company quoted on a recognised stock exchange;
- (g) not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of the Barclays Group, its clients, customers or shareholders. Barclays recognises that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance control room or compliance contact aware of the issue immediately. You must not act in relation to the matter, without their written direction or approval; and
- (h) report any actual or proposed unlawful activity or behaviour affecting the Barclays Group by you or any other employee, officer, contractor of the Barclays Group or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to your HR Business Partner or a member of your Compliance team) immediately on becoming aware of it.

5. Salary and allowances

Your salary will be paid on a monthly basis on or around the last working day of each month and is subject to applicable taxes, duties, cesses and other applicable withholdings. All tax liabilities arising out of your entire remuneration package, present or future, shall be borne by you. Your salary and any allowances will accrue on a daily basis and will be paid pro rata if you are employed for part of a month.

Your salary will be reviewed annually without commitment to increase. The Company may deduct from any payments to you any money owed by you to any Barclays Group company in accordance with the applicable laws.

Your acceptance to these terms shall confirm your consent to the Company making payment of your salary, compensation, award, incentive/ bonus etc. by way of credit to bank account with the bank of Company's choice or via such other mode as the Company may deem appropriate.

6. Discretionary incentive award

- 6.1 You may be eligible to be considered for a discretionary incentive award on an annual basis. The value, form, conditions of delivery and timing of any such awards are at the Company's discretion. This discretion includes the right to make the award or a proportion of the award in a form other than cash, including an award of Shares and to defer an element of an award under the terms of a Barclays Group incentive plan.
- 6.2 Any discretionary incentive award will only be made if, at that time, you are in employment and are not under notice (whether given or received) nor under suspension or investigation for a regulatory or disciplinary matter.
- 6.3 If you are subject to any investigation or disciplinary process at the time when communication, payment or making of any payment and/or award would otherwise occur, then the delivery of that payment and/or award will be suspended. If on conclusion of any investigation and/or disciplinary process, you are dismissed for gross misconduct or cause and / or have committed any serious breach of the Risk and / or Compliance requirements of the Barclays Group, then no payment and / or award will be made to you. If no disciplinary action (or disciplinary action short of dismissal) is taken against you, then a payment and / or award may be made to you after the conclusion of that process. However, the amount of any award and / or payment to which you are entitled may be reduced by the Company in its sole discretion. For the avoidance of doubt, any award and / or payment may be reduced to nil in such circumstances.
- 6.4 Notwithstanding paragraph 6.3, any unpaid or unvested award (or portion of an unpaid or unvested award) may be reduced (to nil if appropriate) at the Company's discretion and to the extent permitted by applicable laws. For the avoidance of doubt, the Company may exercise its discretion including as a result of:
- (a) Barclays PLC or any subsidiary's financial statements having been materially restated for the period for which the award was made other than restatement due to a change in accounting policy or to rectify a minor error; or
 - (b) Your actions having, in the reasonable opinion of the Remuneration Committee, following consultation with the Company:
 - i. deliberately misled the management of the Company, the market and/or Barclays PLC shareholders regarding the financial performance of Barclays PLC or of any subsidiary;
 - ii. caused harm to the reputation of the Barclays Group;
 - iii. amounted to misconduct; negligence, incompetence or poor performance ("misconduct", "negligence", "incompetence", and "poor performance" as determined by the Remuneration Committee acting in good faith, following consultation with the Company); or
 - (c) The Barclays Group or any of its subsidiaries, in the reasonable opinion of the Remuneration Committee, following consultation with the Risk Committee, has suffered a material failure of risk management.
- 6.5 Should the Company become aware that the amount of any award that has been paid or released to you was calculated on the basis of any false, incorrect or misstated information, then, the Company may, within one year of any such payment or release being made, request that you will repay as a debt to the Company the amount (or any part of the amount) as may be determined in the Company's sole discretion and to the extent permitted by applicable laws. You confirm that in the event a repayment obligation arises the Company is authorised to deduct the appropriate amount from your salary or any other

amounts due to you (including in instalments) as it determines in its discretion and to the extent permitted by applicable laws.

- 6.6 A payment of cash and / or a release of Shares or other instruments under an award will be subject to tax and other applicable withholdings, taxes, duties, cesses, deductions and will be subject to the rules of any applicable incentive plan.
- 6.7 Whether you are eligible to receive a discretionary incentive award, and if so, the amount shall be determined at the absolute discretion of the Company. You have no contractual right, whether express or implied, to receive an award at all, or an award of any particular amount, and the making of an award in any year does not give rise to any obligation on the Company to make an award in any future year. For the avoidance of doubt, your employment may be terminated by the Company at any time, for any reason, in accordance with clauses 18 or 19 of this Employment Letter and the exercise of that right to terminate is not limited or fettered by any term (express or implied).
- 6.8 Within Barclays, certain (usually senior) roles are designated as 'Material Risk Taker' ("MRT") roles. Where you are a MRT for any particular year you will be notified of this during or following the end of the relevant year. At any time during the seven year period from the date on which any variable remuneration is awarded to you in respect of a period for which you are a MRT (the "Relevant Variable Remuneration"), if Barclays determines that:

(a) your actions or omissions have, in the reasonable opinion of Barclays amounted to misbehaviour or material error; and /or

(b) Barclays or the relevant business unit has suffered a material failure of risk management, then, without prejudice to Barclays other remedies, Barclays may require that you repay an amount, not exceeding the value of the Relevant Variable Remuneration. The repayment shall be of such value as may be determined in Barclays discretion acting in good faith, to such Barclays Group Company and on such terms as Barclays may direct.

In respect of paragraph 6.8 (b) above, Barclays shall take into account your proximity to the applicable failure and your level of responsibility before any request for repayment is made. In respect of paragraphs (a) and (b) above, before any request for repayment is made, Barclays shall take into consideration whether you (i) have participated in, or were responsible for, conduct which resulted in significant losses to the Barclays Group or (ii) failed to meet appropriate standards of fitness and propriety.

For the avoidance of doubt, the whole or any part of the Relevant Variable Remuneration can be clawed back if Barclays makes its determination within seven years from the date that the Relevant Variable Remuneration was awarded to you even if an event falling within (a) or (b) above occurred prior to the date of award.

The determination of what constitutes "misbehaviour", "material error", "material failure of risk management", "significant losses" and "appropriate standards of fitness and propriety" shall be determined by Barclays acting in good faith.

You confirm that in the event Barclays makes a repayment determination, you shall repay the amount subject to that determination within the time period specified in the determination. You further confirm and provide authorisation for Barclays to deduct the appropriate repayment amount from your salary or any other amounts due to you, to the full extent permitted under local law, whether from Barclays or any other Barclays Group company.

You acknowledge that (in addition to its rights at clause 16 (Amendments to terms and conditions of employment) the terms of this clause 6.8 may be amended by Barclays to the extent deemed reasonably necessary in order to comply with law, regulations or guidance published by any regulatory authority or other relevant authority from time to time.

This clause shall apply in addition to the general right of repayment set out in clause 6.5 of the Employment Letter.

7. Statutory and Other Benefits

- 7.1 You will be eligible for various statutory benefits as mentioned in the Summary of Key terms and in accordance with the relevant laws.
- 7.2 The Company operates or may operate a benefits programme for its employees and your benefits are/will set out in full in the attached benefits brochure (except the statutory benefits mentioned above, these benefits do not form part of your contract of employment or have any contractual or other legal effect).
- 7.3 The Company has the right at its absolute discretion to amend or withdraw the benefits at any time and without any compensation or notice to you and / or replace any benefit with an alternative at its discretion.
- 7.4 Participation in any benefits scheme is subject to the rules of the relevant schemes, which may vary from time to time, and is subject to you satisfying any applicable requirements of the insurers or third party providers (where relevant). Your

participation may be excluded where, in Barclays opinion, cover can only be obtained on the basis that exceptional conditions or unusually high premiums are imposed or levied by the insurer or provider.

8. Annual Leave

- 8.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The dates of the annual leave year may be changed. You are obliged to take all your annual leave entitlement in the relevant year, unless a policy/Handbook applicable to you states otherwise, in which case leave may only be carried over subject to and in accordance with those terms and applicable law. Your annual leave dates must be agreed in advance with your line manager. You will be allowed to carry your unutilised privileged leaves over to the next annual leave year, subject to the limit and restrictions as may be defined in the company policy and subject to the applicable laws. There is no provision of encashment of unutilised leave (including in case of termination of employment), except where such encashment is mandated by law applicable at the place of your employment at the relevant time.
- 8.2 If your employment begins during an annual leave year, your annual leave entitlement (plus any Bank or Public Holidays which fall during this period), will be calculated pro rata. During the probationary period you may only take such annual leave as has accrued in your favour up until the time of taking such leave. Any unutilised leave at the time of cessation of employment shall lapse and any payment to be made in lieu of the unutilised leave shall be at the sole discretion of Barclays unless mandated by the applicable law. If you have taken more leave than your accrued entitlement, you shall be required to repay to the Company an amount equivalent to any holiday taken in excess of your pro rata holiday entitlement, and the Company is authorised to deduct the appropriate amount from your final salary instalment or any other sum owed by the Company to you at the Termination Date.
- 8.3 In accordance with regulatory guidelines and the Company's policies, the Company may require you to go on a mandatory block leave.

9. Intellectual Property

- 9.1 For the purposes of this paragraph:

"Intellectual Property Rights" means (i) copyright and related rights, patents, know-how, confidential information, database rights, Inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Invention" means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded in any medium; and

"Works" means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

- 9.2 You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your employment (whether conceived, or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You confirm that you will provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.
- 9.3 You confirm that you will only use the Works to perform your obligations under Employment Letter and that you will not make personal copies of any Works other than for the purposes of your employment with the Company.
- 9.4 It is understood that all Intellectual Property Rights created by you in the course of your employment shall be "work for hire". You acknowledge that you have, and will have at all times while you are employed by the Company, a special obligation to further the interests of the undertakings of the Company, and that all Works and Intellectual Property Rights in the Works will automatically, on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.
- 9.5 To the extent that the Works and Intellectual Property Rights do not vest in the Company or the Barclays Group automatically, you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights vest absolutely in the Company.
- 9.6 You confirm that you will immediately, upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and Intellectual Property Rights in the Works in the Company, to enable

the Company to enjoy the full benefit of the Intellectual Property Rights, and to enable the Company to enforce its Intellectual Property Rights against third parties or defend claims brought against the Company in relation to any Intellectual Property Rights.

- 9.7 By signing Employment Letter you accept and confirm to assign to the Company or a member of the Barclays Group (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You confirm that such assignment shall be perpetual, worldwide and royalty free. You also confirm that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and confirm that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.
- 9.8 You unconditionally and irrevocably waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is or may become due to you.
- 9.9 When this Employment Letter expires or terminates, for whatever reason, you will immediately deliver up to the Company all Works in your possession or under your control, and under no circumstances may any Works be retained by you except with the prior written consent of the Company.
- 9.10 Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Employment Letter will become due to you in respect of your compliance with this Section 9.

10. Confidentiality

- 10.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company and/or any other Barclays Group company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter, where the Company has given written consent or disclosure is required by law, where the information is already in or comes into the public domain (other than by your unauthorised disclosure).
- 10.2 During your employment or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information belongs to the Barclays Group and must be returned by you either at any time during the course of your employment on the request of the Company and immediately on termination of your employment.
- 10.3 For the purposes of this Employment Letter, "Confidential Information" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of the Barclays Group, or any of its customers, clients, suppliers or agents. This includes but is not limited to:
- (a) commercially sensitive information or trade secrets;
 - (b) corporate and marketing strategy, business development plans, sales reports and research results;
 - (c) business methods and processes, technical information and know-how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;
 - (d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;
 - (e) information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales and/or current or anticipated trade union/employee disputes;

(f) information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any current or former director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action;

(g) budgets, management accounts, trading statements and other financial reports;

(h) unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and

(i) any other information which any member of the Barclays Group or any of its employees or consultants has identified (orally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.

10.4 You shall not solicit business for the Company from any clients belonging to your previous employer/s in breach of your terms of employment with your previous employer. You shall not use any confidential information that came to your knowledge in the course of your previous employment/s while working with the Company. You undertake to indemnify the Company against any action that the Company may face on account of your actions in breach of your obligations to your previous employer/s.

11. Regulatory compliance and dealing codes

11.1 The nature of the Barclays Group's business is such that it is authorised and regulated by the appropriate Regulator.

11.2 It is your responsibility to know, understand and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the rules which apply to you, you must contact the Compliance team within your business area.

11.3 If you are a Regulator approved person (or any equivalent status with any other regulator) you must comply with the Regulator's Statement of Principles and Code of Practice for Approved Persons (or meet the applicable standards). Failure to meet these Principles / Standards and / or to comply with this Code of Practice (or other applicable standards) may result in investigation by the regulator, applicable regulator and/or the Company, and / or disciplinary action being taken against you by the Company which may result in the termination of your employment.

11.4 You confirm that you will be bound by and will comply with the Barclays Group Share Dealing Code and with any more stringent dealing rules applicable to you or the area of the business in which you work. In particular, you agree not to make any investment, directly or indirectly, in any company or business which is a customer or client of the Barclays Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.

11.5 Any incentives or compensation payable to you by any member of the Company or Group Company (under this Employment Letter or otherwise, including any guaranteed amounts and including, where applicable, the payment and settlement schedule and split of cash and Shares as set out in this Employment Letter) are subject to limitation or modification to the extent reasonably deemed necessary by the Company including in order to remain consistent with Barclays remuneration policy (as amended from time to time) or to comply with laws and regulations, including any regulations or guidance published by the Regulator from time to time.

12. Expenses

There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location for a meeting. Any expenses must be pre-approved and claimed promptly and will be reimbursed to you in line with our procedures, a copy of which can be found on your intranet.

The Company at its sole discretion may bear certain expenses on your training, learning and developmental needs, subject to your acceptance of the terms and obligations as would be mentioned in the agreement ("Training Agreement") that may be executed with you.

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, post completion of the said trainings/ programs/courses, as the case may be and/or to compensate the Company by paying an agreed sum as liquidated damages. Your specific obligations will form part of the Training Agreement to be executed with you. For the execution of the Training Agreement, you may be asked to get a surety to undertake your obligations under the terms of the Training Agreement.

Unless otherwise agreed in the Training Agreement, any breach of the terms of the said Training Agreement, will be considered as the breach of the terms of this Letter.

13. Attendance at work

- 13.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours or more on a given day, your normal working hours would additionally include up to a daily one hour break.
- 13.2 From time to time, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

14. Sickness Leave

- 14.1 If you are unable to work through ill health or injury you will be entitled to sick leave in accordance with the policy on Leave and Holidays, which can be found in the Company's Intranet. The Company reserves the right to only approve sick leave of more than two consecutive workdays if certified by a medical practitioner of the Company's choice, and you hereby confirm that you co-operate with such an examination and to authorise the full disclosure of any resulting report to Barclays.
- 14.2 The payment of salary and any allowances during periods of sickness will be subject to as prescribed under the applicable laws and you following the requirements regarding notification and certification of absence as set out in this Employment Letter, on your intranet and the Company being satisfied that you are unable to work due to illness or injury.

15. Other absences from work

Approval should be obtained in advance from your line manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your line manager as soon as possible. Absence without approval and / or explanation will be dealt with under the disciplinary procedure which could result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

16. Amendments to terms and conditions of employment

- 16.1 The Company reserves the right to review, revise, amend, replace or withdraw the contents of these Terms and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in legislation or regulation from time to time.
- 16.2 For the avoidance of doubt, where the Company retains a discretion under these Terms (including but not limited to the discretion to make incentive award(s) to you, any matters considered in the decision whether to make such an award and the value, form, conditions and timing of delivery of any such award(s)) such discretion cannot be limited or fettered in any way other than by consent between you and the Company which is documented formally in writing on the Company's headed paper by an authorised member of the Human Resources Department.

17. Allocation of duties and transfer within the Barclays Group

You confirm that the Company will be entitled at any time and with [prior notice (where required by applicable law) to: (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or (ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of the Barclays Group as it will in its absolute discretion determine; and/or (iii) second you on a temporary or permanent basis to work for any company in the Barclays Group or to a third party and/or (iv) transfer your employment and its rights and obligations to another company in the Barclays Group.

18. Leaving Barclays

18.1 Subject to paragraph 2 of these Detailed Terms and Conditions the Company and you may each terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms. In addition:

(a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during any probationary period that may apply to you as set out in your Summary of Key Terms;

(b) your employment shall be conditional on your ability to start work on the agreed Start Date. If you are unable to do so, you will have no entitlement to receive any payment or other benefit whatsoever from the Company or the Barclays Group;

(c) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time which may include failure to comply with any policies and/or procedures including those referred to in the Detailed Terms and Conditions, lack of competence, serious breach of the Terms including improper or unethical behaviour;

(d) Your contractual and normal retirement age is 60 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve written notice; and

(e) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you:

- i. are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or
- ii. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring any member of the Barclays Group or yourself into disrepute or may damage the business or affairs of the Barclays Group; or
- iii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Employment Letter (or otherwise fail or refuse to carry out the duties assigned to you); or
- iv. have breached or otherwise failed the Barclays Group sanctions screening policy or process; or
- v. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or
- vi. materially breach the rules of the Regulator; or
- vii. breach any Barclays Group rules on anti-bribery or anti-corruption;
- viii. don't obtain or maintain the accreditation(s) or qualifications that you are required to have (in the Company's opinion, or according to relevant regulators or professional bodies) to be able to work in your job profile
- ix. be repeatedly absent without leave or absent without leave for a period exceeding 14 days.

This sub paragraph is not exhaustive and does not restrict any other right which the Company may have (whether at common law or otherwise) to terminate your employment summarily.

18.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in lieu of notice period. In respect of the Damages, the Company reserves the right to set-off against/ write off as amount payable/ withhold from the salary and/or any allowances. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

18.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

18.4 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:

- (a) immediately return to the Company all vehicles, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (security pass, business cards, etc) relating to the business of or belonging to the Barclays Group, together with all copies of any such documents that you have in your possession or under your control;
- (b) irretrievably delete any information relating to the business of the Company or the Barclays Group stored on any computer or storage device and all information derived from the same in your possession or control and held outside of any Barclays Group premises;
- (c) resign with immediate effect from any offices or appointments you hold within or connected to the Barclays Group; and
- (d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.

19. Payment in lieu of notice

- 19.1 The Company reserves the right in its sole and absolute discretion to terminate your employment and your terms with immediate effect (whether or not notice has been given by either party) by giving notice in writing to you of its intention to make a payment in lieu of notice and, if it does so, the Company shall make you a payment in lieu of notice, equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion (the "Payment in Lieu"). Where the Company elects to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date specified by the Company, regardless of when the Payment in Lieu is paid
- 19.2 Any Payment in Lieu will be paid less tax and any applicable withholdings. You will not be entitled to receive any payment in respect of holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.
- 19.3 Any Payment in Lieu may be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu may at the Company's discretion be paid as a lump sum within one month of the Termination Date or in equal monthly instalments from the date on which notice is served until what would have been the end of the Notice Period provided always that if after exercising its discretion to make a Payment in Lieu the Company becomes aware of any grounds that would permit it to summarily terminate your employment any payments due under this clause 19.3 will cease to be payable and the net value of any Payment in Lieu that has been received by you shall be repaid as a debt to the Company within 30 days of the Company notifying you of this repayment obligation.

20. Garden leave and suspension

- 20.1 The Company may suspend you at any time from the performance of all or any of your duties:
- (a) for the whole or any part of any applicable Notice Period; or
 - (b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to an investigation by a regulatory authority or an investigation under the Company's disciplinary procedure).
- 20.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of the Barclays Group (other than as a customer) and may require you to:
- (a) not speak to, contact or otherwise communicate with or engage with any director, consultant, agent, contractor or employee of any member of the Barclays Group other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of the Barclays Group unless they are members of your immediate family;
 - (b) at any time to carry out such special projects or duties commensurate with your abilities as the Company shall in its absolute discretion determine;
 - (c) meet with representatives from the Company in order to facilitate a handover of work and provide assistance with ongoing business activity; and
 - (d) take any holiday which you have accrued.
- 20.3 During any period of suspension:
- (a) your employment with the Company and this Employment Letter will continue and you will continue to be bound by your obligations under it (except as expressly set out in this paragraph) including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company; and
 - (b) you shall continue to receive your basic salary and all contractual benefits in the usual way.

21. Post termination restrictions

- 21.1 You confirm to the Company (for itself and as trustee and agent for each member of the Barclays Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, firm, company or other entity:

(a) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date approach, solicit or deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company or the Barclays Group and with whom you had material dealings in the course of your employment with the Company or in respect of whom you were aware of material and confidential information, in both cases within the 12 month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the business of the Barclays Group; and

(b) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date solicit or entice away or attempt to solicit or entice away or employ or engage any director, officer or employee of executive status in the Barclays Group with whom you had material dealings within the 12 months period immediately prior to the Termination Date. For the purposes of this paragraph "employee of executive status" will include without limitation any employee of the Barclays Group with a corporate grading Managing Director, Director, Vice President (or equivalent grades, or anything which replaces these grades) and any employees of the Barclays Group with a lower corporate grading where in the 12 months prior to the Termination Date, you have had line manager responsibilities in relation to that employee or they have had line manager responsibilities or have been engaged in work or projects which in the Company's reasonable opinion are key to its business and / or mean that they are in possession of material and confidential information relating to the Barclays Group.

21.2 Each of the restrictions contained in this paragraph are considered by the parties to be reasonable in all the circumstances as at the date of this Employment Letter. However, the parties acknowledge that if any one or more of such restrictions will be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Barclays Group, but would be enforceable if words were deleted or one or more of the duration, range of activities and area covered were reduced in scope, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Letter and it is confirmed that each restriction in this paragraph will be construed as separate and individual restrictions.

21.3 You confirm that if, during either your employment with the Company or the period of the restrictions set out in this paragraph you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offeror as soon as reasonably practicable after receiving the offer.

22. Further terms

22.1 No omission to exercise or delay in exercising any right, power or remedy of the Company under this Employment Letter will constitute a waiver of that right, power or remedy.

22.2 During your employment:

(a) the Company may at its discretion require that you undergo screening, including for criminal record, sanctions list and/or credit reference checks from time to time. It is anticipated that any such screening would only be undertaken if required for regulatory purposes or in order to comply with the minimum standards for the role you are undertaking; and

(b) you should advise the Company should any of the circumstances as set out in paragraph 18.1(e) of this Employment Letter arise or be brought against you.

22.3 You acknowledge that in entering into these Terms you have not relied on any representation or undertaking by the Company whether oral or in writing, except as expressly incorporated into this Employment Letter.

22.4 You consent to the Company monitoring your use of all Company resources and its communication and electronic equipment (including without limitation the telephone, internet, blackberry, software applications and email systems) and information stored on the Company's computer equipment, as described in your local acceptable use policy in accordance with the Barclays Group procedure and / or guidance on electronic communications. A copy of the policy that applies to you can be found on your intranet.

22.5 You understand that you may, during your employment, be granted awards under the terms of one or more of the Company's long term incentive plans or any incentive or bonus plan operated by the Barclays Group. If, on termination of your employment, you lose any of the rights or benefits under any such plans you will not be entitled, by way of compensation for loss of office or otherwise, to any compensation for the loss of any rights under any such plans.

22.6 If your employment is terminated at any time by reason of any reconstruction or amalgamation of the Company or any Barclays Group company, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are

no less favourable to any material extent than the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

23. Certifications

23.1 You confirm and certify that:

(a) you are not precluded or restricted by any term of any agreement, undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;

(b) you will notify the Company of any change in circumstances around the termination of your employment with your previous employer between the date of this Employment Letter and the Start Date;

(c) you are not currently, and have never been, the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on-going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);

(d) you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti-competitive behaviour; and

(e) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.

23.2 Any breach of these certifications will entitle Barclays to immediately terminate your employment.

24. Governing law

Your Terms are governed in accordance with the laws of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management in relation to any legal action or proceedings that arise out of or in connection with this Employment Letter.

25. Key policies, procedures and practices

25.1 During your employment with the Company (and where applicable after your employment has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations, including (but not limited to) Barclays Group policies and procedures on, and any other obligations relating to, anti-bribery and corruption. Failure to do so may result in disciplinary action being taken against you.

25.2 You should familiarise yourself with all policies and procedures that apply to your grade and business area as set out on your intranet. The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important (although this is not intended as a comprehensive list):

- Any applicable Employee Handbook
- Anti Bribery and Corruption
- Regulator's Business Principles
- Disclosure obligations
- Data protection, confidential information and Chinese walls
- Equality and Diversity
- Managing people, including on various types of leave and our disciplinary and grievance policies
- Bullying, Harassment and Discrimination policy
- Prevention of Sexual Harassment at the Workplace
- Dress at Work
- Electronic and other forms of communication
- Personal account and share dealing
- Conflicts of interest and outside business interests and affiliations
- Market conduct
- Gifts and Entertainment
- Health and Safety

- Whistleblowing or Raising Concerns
- Substance Abuse

25.3 Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.

25.4 The disciplinary and grievance rules and procedures which are applicable to your employment are set out on your intranet. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing to your line manager or HR contact in accordance with the Company's disciplinary procedure. If you wish to raise a grievance please apply in writing to your line manager or HR contact in accordance with the Company's grievance procedure.

APPENDIX 1

Definitions and interpretation

In the Detailed Terms and Conditions, the following terms have the following meanings:

"**Barclays**" means Barclays PLC.

"**Barclays Group**" means Barclays, the Company, and any company which is from time to time:

- (a) a holding company (as defined by Section 1159 of the Companies Act 2006) of Barclays
- (b) a subsidiary (as defined by Section 1159 of the Companies Act 2006) of Barclays or of its holding company;
- (c) a company over which Barclays has control within the meaning of Section 1124 of the Corporation Tax Act 2010; or
- (d) a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of Barclays;

and "**Barclays Group company**" will be interpreted accordingly.

"**Company**" means your employing entity within the Barclays Group.

"**Damages**" shall mean loss and damage suffered by the Company on account of unauthorized termination of the Employment Letter in breach of the provisions mentioned herein.

"**FCA**" means the UK's Financial Conduct Authority, or any successor or applicable regulatory authority.

"**Notice Period**" means the notice period as set out in your Summary of Key Terms.

"**PRA**" means UK's Prudential Regulation Authority, or any successor or applicable regulatory authority.

"**Regulator**" means the FCA and / or the PRA, and/or RBI and/or SEBI as may be applicable, or any successor or applicable regulatory authority.

"**Risk and/or Compliance requirements**" means a control or regulatory issue of business unit significance that is identified by the Company in its absolute discretion.

"**RBI**" means the Reserve Bank of India or any successor or applicable regulatory authority.

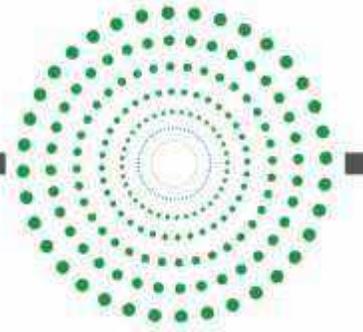
"**SEBI**" means the Securities Exchange Board of India or any successor or applicable regulatory authority.

"**Share**" means an ordinary share in Barclays PLC.

"**Start Date**" means the start date as set out in your Summary of Key Terms.

"**Termination Date**" means the date on which your employment terminates.

Some capitalised terms in the Detailed Terms and Conditions are as defined in your Summary of Key Terms and any applicable Schedules unless stated otherwise. References to any statute or legislation will include any modification, re-enactment or extension of that legislation.



August 02, 2022

Offer of Employment with Dolat Group

Dear Raj Mourya,

It is my pleasure to extend the following offer of employment to you on behalf of Dolat Group further to the interview and discussions you have had with us. You are expected to join duly on 05/06/2023.

Dolat Group is pleased to offer you a position of Strategy Software Developer. You will be on a probation period of six months. We trust that your knowledge, skills and experience will be amongst our most valuable assets.

Offer stands cancelled in case of any deviation in information or if you fail to report to us on or before pre-decided date.

You will need to submit all your (original on demand for verification only) qualification documents, relieving documents and salary slip (if any) of last six months with a copy of each, on the date of joining.

Your paid holidays for a year are 21 working days calculated on pro-rata basis.

Your CTC will be 16.00 Lakhs (Bifurcations are as given in the annexure).

As an incentive to retain you throughout the period of employment, we shall pay you a sum of Rs 6,00,000/- as Retention Bonus as explained below.

Rs 50,000/- after completion of every 06 months for 03 years and Rs 75,000/- every 6 months in the 4th & 5th year.

Accept Job Offer,

By signing and dating this letter below, I, accept the job offer of Strategy Software Developer by Dolat Group

Signature: _____ Date: _____



022-6692 2045



hrteam@dolatcapital.com/
www.dolatcapital.com



901, Peninsula Park, Off Link Road, A-4 Veera Desai Industrial Estate, Andheri West, Mumbai, Maharashtra, 400 058



RAJKAMAL BARSCAN SYSTEMS PVT. LTD.,
A36, Giriraj Industrial Estate, Mahakali Caves Road,
Andheri (East), Mumbai - 400 093
TEL # +91 22 42147000 FAX # +91 22 4214 7001,
website: www.rajkamalbarscan.com

AN ISO 9001-2008 CERTIFIED COMPANY

OFFER LETTER

Ref: RBPL/KN/SD/2023/05

May 26th, 2023

To,

Mr. Ken Nunes

Hillary House

New Kondar Wadui

Giriz Vasai, 401201

Subject: Offer Letter for the post of Software Developer

Dear Mr. Ken Nunes

Further to your application and the subsequent Personal interview for the above post, we are pleased to welcome you to join Rajkamal family as "**Software Developer**" with effect from 12th June 2023.

Your Gross salary will be **Rs. 2,50,800/- per annum** all inclusive.

You will be required to join in our Andheri Head office. An appointment letter will be issued at the time of joining.

1. **DESIGNATION: Software Developer**

Kindly return the duplicate copy of this letter duly signed as a token of your confirmation and acceptance of the same.

Thanking you,

Yours faithfully,

For Rajkamal Bar-Scan Systems Pvt. Ltd.

Accepted

Rahil Dhani
Executive Director

(Ken Nunes)

July 29, 2022

Mr. Bhavendra Shailesh

Email id: bhavenpanchal201@gmail.com

Sub: Letter of Intent - Quantiphi Analytics Solutions Private Limited ('Company')

Dear Bhavendra Shailesh,

We are pleased to offer you the position of **Intern - Framework Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company").

Your salary during the course of full-time employment will be INR **8,50,000/-** annually on a cost to company basis.

Fixed Component	QCDP Reward	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

As a part of your onboarding process, you will undergo a four-month internship ('Virtuverse') with us and thereby leading to confirmation as a full-time employee based on your performance.

'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc.

During the period of internship, you will be paid a fixed amount of INR 23,000/- per month as stipend and all other allowances/benefits will be shared with you by February 2023.

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company.

The Letter of Intent needs to be accepted within 48 hours, else it will be considered as null and void.



Authorized Signatory
Mohini Palchowdhury
(Head - Human Resources)

Agreed and Accepted
Bhavendra Shailesh



Barclays Global Service Centre Private Limited

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

Building G2,

Gera Commerzone SEZ,

Survey No. 65,

Kharadi,

Pune – 411014

CIN – U72200PN2007FTC132479

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

www.barclays.com

17 April 2023

Patrick Ronald Basil
D-201, Yashwant Park,
Unitech West End, Bolinj
Palghar
401303

Dear Patrick Ronald,

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

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

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

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

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

We look forward to welcoming you to Barclays.

Yours sincerely

Sarada Srinivas
Head – HR Operations and Payroll

Summary of Key Terms

Introduction to this Section

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

Name Patrick Ronald Basil

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

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

Start Date 10 July 2023, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above.

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

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

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

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

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

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

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

Salary

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

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

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

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

Other Payments

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

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

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

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

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

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

Qualifications/ Examinations

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

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

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

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

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

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

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

Discretionary Incentive Award

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

Statutory and Other Benefits

You will be eligible for various statutory benefits in accordance with the relevant laws. You will also be eligible to participate in the Company's benefits scheme, details of which are set out in the attached flyer which does not form part of your contract or have any contractual effect.

Any benefits are subject to the relevant policies/plans from time to time in force. The Company reserves the right to change the benefits or policies/plans from time to time.

If the Company pays or reimburses any expense on your joining the Company towards your relocation from your current place of stay to your place of posting as agreed between the Company and you, if your employment ends less than one year after the Start Date you confirm that you will pay to the Company (or alternatively Company may set-off against/ write off) any amount paid or reimbursed in respect of such relocation from the amount payable to you.

Annual Leave

You are entitled to avail annual leave which includes privilege leave, casual leave and sick leave entitlement in accordance with the applicable laws in the state of your Place of Work. Further details are included in the Detailed Terms and Conditions and on your intranet.

Notice Period

Either you or the Company may terminate your employment by giving two months written notice, however, the Company may terminate your employment with immediate effect in accordance with applicable Company policies.

Any reduction/ waiver to notice period shall be at the sole discretion of the Company. Company may adjust balance of annual leaves, while granting such reduction/ waiver.

Further information on Notice is included in the Detailed Terms and Conditions.

Overtime

Employees who are eligible under applicable laws to be paid Overtime for work beyond normal working hours, will be paid for the same in accordance to the applicable State laws at your Place of Work.

Further details in regard to Overtime are included within the Additional Time Guidelines available on the company's Intranet.

Data Privacy

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of the Barclays Group (the "Agreed Purposes"). Processing includes obtaining, holding, editing, destroying and disclosing employee information to any Barclays Group company and its employees and/or any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, lawyer/ law firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) for the Agreed Purposes ("Processing" or "Process").

For the Agreed Purposes, the Company may transfer employee information to any Barclays Group company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) in order to Process employee information for the Agreed Purposes.

You confirm that you will provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include transfers to recipients based in another country to your place of employment (either within or outside the European Economic Area) with different levels of protection of your personal data to India.

You confirm that the Company and/or any Barclays Group company may monitor and/or record your use of office equipment, for example, e-mail, internet (including chats and blogs), telephones and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

Aforesaid clause/ conditions shall apply to information relating to your family members/ relatives with respect to insurance policy, emergency contact details, etc., in accordance with prevailing Barclays'/ Company policy. It is your responsibility to inform such individuals that their data will be processed in this manner and to obtain their consent.

Confidentiality

It is important that you recognise that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company, the Barclays Group and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any stricter policy which applies to your role.

Post- Termination Restrictions

In protecting the interests of the Company, you must not, for a period of 3 months from the termination date of your employment:

- approach, solicit or deal with any person, firm, company or other entity who is or was a customer/supplier of Barclays Group and with whom you had material dealings within the 12 months period immediately prior to your termination.
- solicit or entice, or attempt to solicit or entice away or engage or employ any director, officer or employee in the Barclays Group

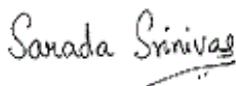
Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.

Acceptance

In accepting the terms of this Employment Letter, you confirm that all information provided by you to us in connection with this offer of employment (including at interview) is true and not misleading. You further confirm that you will notify us of any change in that information between the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre-employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the enclosed Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you acquaint yourself with the terms of all such policies, guidelines, processes and procedures. This Employment Letter set out the complete and exclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have received, read, understood, accept and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,



Sarada Srinivas
Head – HR Operations and Payroll
17 April 2023

I have read, understood and accept the terms of this Employment Letter (including the terms set out in any applicable Schedules and the Detailed Terms and Conditions section). I have been given an option not to accept these terms and thereby, not to join the Company and to seek appropriate Legal advice to understand interpretation of these terms.

Signature: _____

Date: _____

Taleo Number: 00282175
Contract Type: India Grad Offer Letter

Detailed Terms and Conditions

Introduction

About the Detailed Terms and Conditions

The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company and the Barclays Group expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that the Barclays Group has developed to reflect our values, purpose and behaviour and as part of our high performance culture and, in accordance with your contractual obligations, must be adhered to at all times. Further information and policies can be found on your own business unit intranet site.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most admired financial services companies in the world. From time to time, our policies and procedures do change and you must familiarise yourself with them on joining and periodically throughout your employment. References in the Detailed Terms and Conditions to a policy, practice, guideline and / or process generally are references to the relevant policy, practice, guideline and / or process in force at the relevant time.

These detailed terms and conditions also refer to the Barclays Values which must be adhered to at all times. The Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) are set out on your own business unit intranet site.

You should also refer to Appendix 1 which sets out definitions of the terms used in the Detailed Terms and Conditions.

Your Detailed Terms and Conditions of Employment

1. Introduction to this Section

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment terms with the Company and are referred to in this document as "Employment Letter". By signing the Employment Letter you confirm that you have read, understood and accept the terms set out in the Detailed Terms and Conditions.

2. Pre-employment and ongoing conditions

- 2.1 Your confirmation in the employment will be subject to successful completion of the Probationary Period as mentioned in the summary of terms or such additional period as the Company considers necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.
- 2.2 You understand that the Company's offer of employment is made to you subject to and conditional on the completion of certain pre-employment procedures and processes. You certify that the information that you have provided in connection with completion of the procedures and otherwise in connection with this offer of employment (including at interview stage) is true and accurate both at the time it is given and on the Start Date. The Company reserves the right to carry out screening checks on all employees, and such procedures may include but are not limited to:
 - (a) receipt of references and documentary proof that are satisfactory to the Company that you are legally entitled to reside and work in your country;
 - (b) completion of credit checks to the satisfaction of the Company;
 - (c) where criminal record checks are applicable to your role, completion of those checks to the satisfaction of the Company;
 - (d) if requested by the Company, a medical examination by the Company's medical advisers;
 - (e) where Regulator approval for your appointment is required and such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator; (iii) receipt of documentary proof that you hold the appropriate and relevant qualifications; and
 - (f) the Company receiving a signed copy of the Terms from you.
- 2.3 Whilst every effort will be made to complete all the checks and processes in the pre-employment procedures before your Start Date, this may not always be possible. In case you are employed prior to completion of the pre-employment procedure, the Company may terminate your employment at any time on minimum statutory notice if the check reports are not up to our satisfaction or the procedures are not completed within a reasonable period of time.
- 2.4 This offer of employment and your continued employment is also subject to your obtaining, holding and continuing to hold all applicable qualifications, licences and registrations as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your continued employment is conditional on such approval either: (i) being obtained; or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator (or other relevant regulatory body).
- 2.5 You shall be liable and responsible to inform and update your latest contact and address details, in the records of the Company, from time to time. Failure to comply may constitute gross negligence on your part.
- 2.6 You should not engage in any matter which would or could be anticipated to result in a conflict of interest between you and the Company.

2.7 This offer of employment and your continued employment is also subject to your successful completion of certain trainings (such as Communication & Culture and/or other process and policy trainings accreditations) that may be assigned to you by the Company from time to time. In case you remain absent for more than 2 days during these training programs or you become unable to qualify the trainings to the satisfaction of the Company, the Company shall have the sole discretion to take appropriate action including termination of your employment forthwith in accordance with provisions of Clause 18.1 (e) viii of the detailed terms and conditions of this Employment Letter. In case of your absence due to any personal emergency, your Line Manager shall on his/her sole discretion and upon evaluation of the reason of your absence, may recommend the Company to realign you for the next available training within a period of 30 days of your returning from absence. In case you are realigned for the next training as mentioned above, there may be possible change in process and/ or compensation on account of such realignment. If for any reason you do not agree to the realignment terms or no such realignment is possible within a period of 30 days of your returning from absence, the Company shall have the sole discretion to terminate your employment forthwith in accordance with provisions of Clause 18.1 (e) viii.

3. Place of Work and Mobility

Your place of work is as set out in your Summary of Key Terms. However you may need to travel to other locations and offices as reasonably required in the performance of your duties. You confirm that you will travel to such places (both inside and outside India) as the Company may reasonably require from time to time. Should the Company need to permanently change your place of work, you will be given reasonable notice of any such change (acceptable in e-mail/ letter format).

4. Duties

4.1 During your employment with the Company you confirm that you will:

- (a) act in a manner consistent with and which supports our values, purpose and behaviours and in particular the Barclays Values;
- (b) devote the whole of your working time and attention to the business of the Company and the Barclays Group;
- (c) diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business and that of the Barclays Group to the best of your ability and with integrity, due skill, care and diligence;
- (d) use your best efforts to promote and protect the interests of the Company and the Barclays Group and not do anything to harm those interests;
- (e) comply with all reasonable requests, instructions and regulations given by the Company and the Barclays Group and promptly provide such explanations, information and assistance as to your activities in the business of the Company and the Barclays Group as they may reasonably need;
- (f) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Letter, nor (without the prior written consent of the Company) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever provided always that such activities are in compliance with Barclays policies on outside or external business interests. This paragraph will not prevent you holding for investment purposes only, shares or securities which do not exceed three per cent (3%) in nominal value of the share capital or stock of any class of any company quoted on a recognised stock exchange;
- (g) not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of the Barclays Group, its clients, customers or shareholders. Barclays recognises that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance control room or compliance contact aware of the issue immediately. You must not act in relation to the matter, without their written direction or approval; and
- (h) report any actual or proposed unlawful activity or behaviour affecting the Barclays Group by you or any other employee, officer, contractor of the Barclays Group or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to your HR Business Partner or a member of your Compliance team) immediately on becoming aware of it.

5. Salary and allowances

Your salary will be paid on a monthly basis on or around the last working day of each month and is subject to applicable taxes, duties, cesses and other applicable withholdings. All tax liabilities arising out of your entire remuneration package, present or future, shall be borne by you. Your salary and any allowances will accrue on a daily basis and will be paid pro rata if you are employed for part of a month.

Your salary will be reviewed annually without commitment to increase. The Company may deduct from any payments to you any money owed by you to any Barclays Group company in accordance with the applicable laws.

Your acceptance to these terms shall confirm your consent to the Company making payment of your salary, compensation, award, incentive/ bonus etc. by way of credit to bank account with the bank of Company's choice or via such other mode as the Company may deem appropriate.

6. Discretionary incentive award

- 6.1 You may be eligible to be considered for a discretionary incentive award on an annual basis. The value, form, conditions of delivery and timing of any such awards are at the Company's discretion. This discretion includes the right to make the award or a proportion of the award in a form other than cash, including an award of Shares and to defer an element of an award under the terms of a Barclays Group incentive plan.
- 6.2 Any discretionary incentive award will only be made if, at that time, you are in employment and are not under notice (whether given or received) nor under suspension or investigation for a regulatory or disciplinary matter.
- 6.3 If you are subject to any investigation or disciplinary process at the time when communication, payment or making of any payment and/or award would otherwise occur, then the delivery of that payment and/or award will be suspended. If on conclusion of any investigation and/or disciplinary process, you are dismissed for gross misconduct or cause and / or have committed any serious breach of the Risk and / or Compliance requirements of the Barclays Group, then no payment and / or award will be made to you. If no disciplinary action (or disciplinary action short of dismissal) is taken against you, then a payment and / or award may be made to you after the conclusion of that process. However, the amount of any award and / or payment to which you are entitled may be reduced by the Company in its sole discretion. For the avoidance of doubt, any award and / or payment may be reduced to nil in such circumstances.
- 6.4 Notwithstanding paragraph 6.3, any unpaid or unvested award (or portion of an unpaid or unvested award) may be reduced (to nil if appropriate) at the Company's discretion and to the extent permitted by applicable laws. For the avoidance of doubt, the Company may exercise its discretion including as a result of:
- (a) Barclays PLC or any subsidiary's financial statements having been materially restated for the period for which the award was made other than restatement due to a change in accounting policy or to rectify a minor error; or
 - (b) Your actions having, in the reasonable opinion of the Remuneration Committee, following consultation with the Company:
 - i. deliberately misled the management of the Company, the market and/or Barclays PLC shareholders regarding the financial performance of Barclays PLC or of any subsidiary;
 - ii. caused harm to the reputation of the Barclays Group;
 - iii. amounted to misconduct; negligence, incompetence or poor performance ("misconduct", "negligence", "incompetence", and "poor performance" as determined by the Remuneration Committee acting in good faith, following consultation with the Company); or
 - (c) The Barclays Group or any of its subsidiaries, in the reasonable opinion of the Remuneration Committee, following consultation with the Risk Committee, has suffered a material failure of risk management.
- 6.5 Should the Company become aware that the amount of any award that has been paid or released to you was calculated on the basis of any false, incorrect or misstated information, then, the Company may, within one year of any such payment or release being made, request that you will repay as a debt to the Company the amount (or any part of the amount) as may be determined in the Company's sole discretion and to the extent permitted by applicable laws. You confirm that in the event a repayment obligation arises the Company is authorised to deduct the appropriate amount from your salary or any other

amounts due to you (including in instalments) as it determines in its discretion and to the extent permitted by applicable laws.

- 6.6 A payment of cash and / or a release of Shares or other instruments under an award will be subject to tax and other applicable withholdings, taxes, duties, cesses, deductions and will be subject to the rules of any applicable incentive plan.
- 6.7 Whether you are eligible to receive a discretionary incentive award, and if so, the amount shall be determined at the absolute discretion of the Company. You have no contractual right, whether express or implied, to receive an award at all, or an award of any particular amount, and the making of an award in any year does not give rise to any obligation on the Company to make an award in any future year. For the avoidance of doubt, your employment may be terminated by the Company at any time, for any reason, in accordance with clauses 18 or 19 of this Employment Letter and the exercise of that right to terminate is not limited or fettered by any term (express or implied).
- 6.8 Within Barclays, certain (usually senior) roles are designated as 'Material Risk Taker' ("MRT") roles. Where you are a MRT for any particular year you will be notified of this during or following the end of the relevant year. At any time during the seven year period from the date on which any variable remuneration is awarded to you in respect of a period for which you are a MRT (the "Relevant Variable Remuneration"), if Barclays determines that:

(a) your actions or omissions have, in the reasonable opinion of Barclays amounted to misbehaviour or material error; and /or

(b) Barclays or the relevant business unit has suffered a material failure of risk management, then, without prejudice to Barclays other remedies, Barclays may require that you repay an amount, not exceeding the value of the Relevant Variable Remuneration. The repayment shall be of such value as may be determined in Barclays discretion acting in good faith, to such Barclays Group Company and on such terms as Barclays may direct.

In respect of paragraph 6.8 (b) above, Barclays shall take into account your proximity to the applicable failure and your level of responsibility before any request for repayment is made. In respect of paragraphs (a) and (b) above, before any request for repayment is made, Barclays shall take into consideration whether you (i) have participated in, or were responsible for, conduct which resulted in significant losses to the Barclays Group or (ii) failed to meet appropriate standards of fitness and propriety.

For the avoidance of doubt, the whole or any part of the Relevant Variable Remuneration can be clawed back if Barclays makes its determination within seven years from the date that the Relevant Variable Remuneration was awarded to you even if an event falling within (a) or (b) above occurred prior to the date of award.

The determination of what constitutes "misbehaviour", "material error", "material failure of risk management", "significant losses" and "appropriate standards of fitness and propriety" shall be determined by Barclays acting in good faith.

You confirm that in the event Barclays makes a repayment determination, you shall repay the amount subject to that determination within the time period specified in the determination. You further confirm and provide authorisation for Barclays to deduct the appropriate repayment amount from your salary or any other amounts due to you, to the full extent permitted under local law, whether from Barclays or any other Barclays Group company.

You acknowledge that (in addition to its rights at clause 16 (Amendments to terms and conditions of employment) the terms of this clause 6.8 may be amended by Barclays to the extent deemed reasonably necessary in order to comply with law, regulations or guidance published by any regulatory authority or other relevant authority from time to time.

This clause shall apply in addition to the general right of repayment set out in clause 6.5 of the Employment Letter.

7. Statutory and Other Benefits

- 7.1 You will be eligible for various statutory benefits as mentioned in the Summary of Key terms and in accordance with the relevant laws.
- 7.2 The Company operates or may operate a benefits programme for its employees and your benefits are/will set out in full in the attached benefits brochure (except the statutory benefits mentioned above, these benefits do not form part of your contract of employment or have any contractual or other legal effect).
- 7.3 The Company has the right at its absolute discretion to amend or withdraw the benefits at any time and without any compensation or notice to you and / or replace any benefit with an alternative at its discretion.
- 7.4 Participation in any benefits scheme is subject to the rules of the relevant schemes, which may vary from time to time, and is subject to you satisfying any applicable requirements of the insurers or third party providers (where relevant). Your

participation may be excluded where, in Barclays opinion, cover can only be obtained on the basis that exceptional conditions or unusually high premiums are imposed or levied by the insurer or provider.

8. Annual Leave

- 8.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The dates of the annual leave year may be changed. You are obliged to take all your annual leave entitlement in the relevant year, unless a policy/Handbook applicable to you states otherwise, in which case leave may only be carried over subject to and in accordance with those terms and applicable law. Your annual leave dates must be agreed in advance with your line manager. You will be allowed to carry your unutilised privileged leaves over to the next annual leave year, subject to the limit and restrictions as may be defined in the company policy and subject to the applicable laws. There is no provision of encashment of unutilised leave (including in case of termination of employment), except where such encashment is mandated by law applicable at the place of your employment at the relevant time.
- 8.2 If your employment begins during an annual leave year, your annual leave entitlement (plus any Bank or Public Holidays which fall during this period), will be calculated pro rata. During the probationary period you may only take such annual leave as has accrued in your favour up until the time of taking such leave. Any unutilised leave at the time of cessation of employment shall lapse and any payment to be made in lieu of the unutilised leave shall be at the sole discretion of Barclays unless mandated by the applicable law. If you have taken more leave than your accrued entitlement, you shall be required to repay to the Company an amount equivalent to any holiday taken in excess of your pro rata holiday entitlement, and the Company is authorised to deduct the appropriate amount from your final salary instalment or any other sum owed by the Company to you at the Termination Date.
- 8.3 In accordance with regulatory guidelines and the Company's policies, the Company may require you to go on a mandatory block leave.

9. Intellectual Property

- 9.1 For the purposes of this paragraph:

"Intellectual Property Rights" means (i) copyright and related rights, patents, know-how, confidential information, database rights, Inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Invention" means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded in any medium; and

"Works" means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

- 9.2 You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your employment (whether conceived, or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You confirm that you will provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.
- 9.3 You confirm that you will only use the Works to perform your obligations under Employment Letter and that you will not make personal copies of any Works other than for the purposes of your employment with the Company.
- 9.4 It is understood that all Intellectual Property Rights created by you in the course of your employment shall be "work for hire". You acknowledge that you have, and will have at all times while you are employed by the Company, a special obligation to further the interests of the undertakings of the Company, and that all Works and Intellectual Property Rights in the Works will automatically, on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.
- 9.5 To the extent that the Works and Intellectual Property Rights do not vest in the Company or the Barclays Group automatically, you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights vest absolutely in the Company.
- 9.6 You confirm that you will immediately, upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and Intellectual Property Rights in the Works in the Company, to enable

the Company to enjoy the full benefit of the Intellectual Property Rights, and to enable the Company to enforce its Intellectual Property Rights against third parties or defend claims brought against the Company in relation to any Intellectual Property Rights.

- 9.7 By signing Employment Letter you accept and confirm to assign to the Company or a member of the Barclays Group (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You confirm that such assignment shall be perpetual, worldwide and royalty free. You also confirm that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and confirm that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.
- 9.8 You unconditionally and irrevocably waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is or may become due to you.
- 9.9 When this Employment Letter expires or terminates, for whatever reason, you will immediately deliver up to the Company all Works in your possession or under your control, and under no circumstances may any Works be retained by you except with the prior written consent of the Company.
- 9.10 Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Employment Letter will become due to you in respect of your compliance with this Section 9.

10. Confidentiality

- 10.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company and/or any other Barclays Group company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter, where the Company has given written consent or disclosure is required by law, where the information is already in or comes into the public domain (other than by your unauthorised disclosure).
- 10.2 During your employment or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information belongs to the Barclays Group and must be returned by you either at any time during the course of your employment on the request of the Company and immediately on termination of your employment.
- 10.3 For the purposes of this Employment Letter, "Confidential Information" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of the Barclays Group, or any of its customers, clients, suppliers or agents. This includes but is not limited to:
- (a) commercially sensitive information or trade secrets;
 - (b) corporate and marketing strategy, business development plans, sales reports and research results;
 - (c) business methods and processes, technical information and know-how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;
 - (d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;
 - (e) information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales and/or current or anticipated trade union/employee disputes;

(f) information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any current or former director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action;

(g) budgets, management accounts, trading statements and other financial reports;

(h) unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and

(i) any other information which any member of the Barclays Group or any of its employees or consultants has identified (orally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.

10.4 You shall not solicit business for the Company from any clients belonging to your previous employer/s in breach of your terms of employment with your previous employer. You shall not use any confidential information that came to your knowledge in the course of your previous employment/s while working with the Company. You undertake to indemnify the Company against any action that the Company may face on account of your actions in breach of your obligations to your previous employer/s.

11. Regulatory compliance and dealing codes

11.1 The nature of the Barclays Group's business is such that it is authorised and regulated by the appropriate Regulator.

11.2 It is your responsibility to know, understand and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the rules which apply to you, you must contact the Compliance team within your business area.

11.3 If you are a Regulator approved person (or any equivalent status with any other regulator) you must comply with the Regulator's Statement of Principles and Code of Practice for Approved Persons (or meet the applicable standards). Failure to meet these Principles / Standards and / or to comply with this Code of Practice (or other applicable standards) may result in investigation by the regulator, applicable regulator and/or the Company, and / or disciplinary action being taken against you by the Company which may result in the termination of your employment.

11.4 You confirm that you will be bound by and will comply with the Barclays Group Share Dealing Code and with any more stringent dealing rules applicable to you or the area of the business in which you work. In particular, you agree not to make any investment, directly or indirectly, in any company or business which is a customer or client of the Barclays Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.

11.5 Any incentives or compensation payable to you by any member of the Company or Group Company (under this Employment Letter or otherwise, including any guaranteed amounts and including, where applicable, the payment and settlement schedule and split of cash and Shares as set out in this Employment Letter) are subject to limitation or modification to the extent reasonably deemed necessary by the Company including in order to remain consistent with Barclays remuneration policy (as amended from time to time) or to comply with laws and regulations, including any regulations or guidance published by the Regulator from time to time.

12. Expenses

There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location for a meeting. Any expenses must be pre-approved and claimed promptly and will be reimbursed to you in line with our procedures, a copy of which can be found on your intranet.

The Company at its sole discretion may bear certain expenses on your training, learning and developmental needs, subject to your acceptance of the terms and obligations as would be mentioned in the agreement ("Training Agreement") that may be executed with you.

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, post completion of the said trainings/ programs/courses, as the case may be and/or to compensate the Company by paying an agreed sum as liquidated damages. Your specific obligations will form part of the Training Agreement to be executed with you. For the execution of the Training Agreement, you may be asked to get a surety to undertake your obligations under the terms of the Training Agreement.

Unless otherwise agreed in the Training Agreement, any breach of the terms of the said Training Agreement, will be considered as the breach of the terms of this Letter.

13. Attendance at work

- 13.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours or more on a given day, your normal working hours would additionally include up to a daily one hour break.
- 13.2 From time to time, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

14. Sickness Leave

- 14.1 If you are unable to work through ill health or injury you will be entitled to sick leave in accordance with the policy on Leave and Holidays, which can be found in the Company's Intranet. The Company reserves the right to only approve sick leave of more than two consecutive workdays if certified by a medical practitioner of the Company's choice, and you hereby confirm that you co-operate with such an examination and to authorise the full disclosure of any resulting report to Barclays.
- 14.2 The payment of salary and any allowances during periods of sickness will be subject to as prescribed under the applicable laws and you following the requirements regarding notification and certification of absence as set out in this Employment Letter, on your intranet and the Company being satisfied that you are unable to work due to illness or injury.

15. Other absences from work

Approval should be obtained in advance from your line manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your line manager as soon as possible. Absence without approval and / or explanation will be dealt with under the disciplinary procedure which could result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

16. Amendments to terms and conditions of employment

- 16.1 The Company reserves the right to review, revise, amend, replace or withdraw the contents of these Terms and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in legislation or regulation from time to time.
- 16.2 For the avoidance of doubt, where the Company retains a discretion under these Terms (including but not limited to the discretion to make incentive award(s) to you, any matters considered in the decision whether to make such an award and the value, form, conditions and timing of delivery of any such award(s)) such discretion cannot be limited or fettered in any way other than by consent between you and the Company which is documented formally in writing on the Company's headed paper by an authorised member of the Human Resources Department.

17. Allocation of duties and transfer within the Barclays Group

You confirm that the Company will be entitled at any time and with [prior notice (where required by applicable law) to: (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or (ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of the Barclays Group as it will in its absolute discretion determine; and/or (iii) second you on a temporary or permanent basis to work for any company in the Barclays Group or to a third party and/or (iv) transfer your employment and its rights and obligations to another company in the Barclays Group.

18. Leaving Barclays

18.1 Subject to paragraph 2 of these Detailed Terms and Conditions the Company and you may each terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms. In addition:

(a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during any probationary period that may apply to you as set out in your Summary of Key Terms;

(b) your employment shall be conditional on your ability to start work on the agreed Start Date. If you are unable to do so, you will have no entitlement to receive any payment or other benefit whatsoever from the Company or the Barclays Group;

(c) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time which may include failure to comply with any policies and/or procedures including those referred to in the Detailed Terms and Conditions, lack of competence, serious breach of the Terms including improper or unethical behaviour;

(d) Your contractual and normal retirement age is 60 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve written notice; and

(e) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you:

- i. are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or
- ii. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring any member of the Barclays Group or yourself into disrepute or may damage the business or affairs of the Barclays Group; or
- iii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Employment Letter (or otherwise fail or refuse to carry out the duties assigned to you); or
- iv. have breached or otherwise failed the Barclays Group sanctions screening policy or process; or
- v. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or
- vi. materially breach the rules of the Regulator; or
- vii. breach any Barclays Group rules on anti-bribery or anti-corruption;
- viii. don't obtain or maintain the accreditation(s) or qualifications that you are required to have (in the Company's opinion, or according to relevant regulators or professional bodies) to be able to work in your job profile
- ix. be repeatedly absent without leave or absent without leave for a period exceeding 14 days.

This sub paragraph is not exhaustive and does not restrict any other right which the Company may have (whether at common law or otherwise) to terminate your employment summarily.

18.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in lieu of notice period. In respect of the Damages, the Company reserves the right to set-off against/ write off as amount payable/ withhold from the salary and/or any allowances. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

18.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

18.4 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:

- (a) immediately return to the Company all vehicles, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (security pass, business cards, etc) relating to the business of or belonging to the Barclays Group, together with all copies of any such documents that you have in your possession or under your control;
- (b) irretrievably delete any information relating to the business of the Company or the Barclays Group stored on any computer or storage device and all information derived from the same in your possession or control and held outside of any Barclays Group premises;
- (c) resign with immediate effect from any offices or appointments you hold within or connected to the Barclays Group; and
- (d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.

19. Payment in lieu of notice

- 19.1 The Company reserves the right in its sole and absolute discretion to terminate your employment and your terms with immediate effect (whether or not notice has been given by either party) by giving notice in writing to you of its intention to make a payment in lieu of notice and, if it does so, the Company shall make you a payment in lieu of notice, equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion (the "Payment in Lieu"). Where the Company elects to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date specified by the Company, regardless of when the Payment in Lieu is paid
- 19.2 Any Payment in Lieu will be paid less tax and any applicable withholdings. You will not be entitled to receive any payment in respect of holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.
- 19.3 Any Payment in Lieu may be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu may at the Company's discretion be paid as a lump sum within one month of the Termination Date or in equal monthly instalments from the date on which notice is served until what would have been the end of the Notice Period provided always that if after exercising its discretion to make a Payment in Lieu the Company becomes aware of any grounds that would permit it to summarily terminate your employment any payments due under this clause 19.3 will cease to be payable and the net value of any Payment in Lieu that has been received by you shall be repaid as a debt to the Company within 30 days of the Company notifying you of this repayment obligation.

20. Garden leave and suspension

- 20.1 The Company may suspend you at any time from the performance of all or any of your duties:
- (a) for the whole or any part of any applicable Notice Period; or
 - (b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to an investigation by a regulatory authority or an investigation under the Company's disciplinary procedure).
- 20.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of the Barclays Group (other than as a customer) and may require you to:
- (a) not speak to, contact or otherwise communicate with or engage with any director, consultant, agent, contractor or employee of any member of the Barclays Group other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of the Barclays Group unless they are members of your immediate family;
 - (b) at any time to carry out such special projects or duties commensurate with your abilities as the Company shall in its absolute discretion determine;
 - (c) meet with representatives from the Company in order to facilitate a handover of work and provide assistance with ongoing business activity; and
 - (d) take any holiday which you have accrued.
- 20.3 During any period of suspension:
- (a) your employment with the Company and this Employment Letter will continue and you will continue to be bound by your obligations under it (except as expressly set out in this paragraph) including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company; and
 - (b) you shall continue to receive your basic salary and all contractual benefits in the usual way.

21. Post termination restrictions

- 21.1 You confirm to the Company (for itself and as trustee and agent for each member of the Barclays Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, firm, company or other entity:

(a) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date approach, solicit or deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company or the Barclays Group and with whom you had material dealings in the course of your employment with the Company or in respect of whom you were aware of material and confidential information, in both cases within the 12 month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the business of the Barclays Group; and

(b) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date solicit or entice away or attempt to solicit or entice away or employ or engage any director, officer or employee of executive status in the Barclays Group with whom you had material dealings within the 12 months period immediately prior to the Termination Date. For the purposes of this paragraph "employee of executive status" will include without limitation any employee of the Barclays Group with a corporate grading Managing Director, Director, Vice President (or equivalent grades, or anything which replaces these grades) and any employees of the Barclays Group with a lower corporate grading where in the 12 months prior to the Termination Date, you have had line manager responsibilities in relation to that employee or they have had line manager responsibilities or have been engaged in work or projects which in the Company's reasonable opinion are key to its business and / or mean that they are in possession of material and confidential information relating to the Barclays Group.

21.2 Each of the restrictions contained in this paragraph are considered by the parties to be reasonable in all the circumstances as at the date of this Employment Letter. However, the parties acknowledge that if any one or more of such restrictions will be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Barclays Group, but would be enforceable if words were deleted or one or more of the duration, range of activities and area covered were reduced in scope, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Letter and it is confirmed that each restriction in this paragraph will be construed as separate and individual restrictions.

21.3 You confirm that if, during either your employment with the Company or the period of the restrictions set out in this paragraph you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offeror as soon as reasonably practicable after receiving the offer.

22. Further terms

22.1 No omission to exercise or delay in exercising any right, power or remedy of the Company under this Employment Letter will constitute a waiver of that right, power or remedy.

22.2 During your employment:

(a) the Company may at its discretion require that you undergo screening, including for criminal record, sanctions list and/or credit reference checks from time to time. It is anticipated that any such screening would only be undertaken if required for regulatory purposes or in order to comply with the minimum standards for the role you are undertaking; and

(b) you should advise the Company should any of the circumstances as set out in paragraph 18.1(e) of this Employment Letter arise or be brought against you.

22.3 You acknowledge that in entering into these Terms you have not relied on any representation or undertaking by the Company whether oral or in writing, except as expressly incorporated into this Employment Letter.

22.4 You consent to the Company monitoring your use of all Company resources and its communication and electronic equipment (including without limitation the telephone, internet, blackberry, software applications and email systems) and information stored on the Company's computer equipment, as described in your local acceptable use policy in accordance with the Barclays Group procedure and / or guidance on electronic communications. A copy of the policy that applies to you can be found on your intranet.

22.5 You understand that you may, during your employment, be granted awards under the terms of one or more of the Company's long term incentive plans or any incentive or bonus plan operated by the Barclays Group. If, on termination of your employment, you lose any of the rights or benefits under any such plans you will not be entitled, by way of compensation for loss of office or otherwise, to any compensation for the loss of any rights under any such plans.

22.6 If your employment is terminated at any time by reason of any reconstruction or amalgamation of the Company or any Barclays Group company, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are

no less favourable to any material extent than the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

23. Certifications

23.1 You confirm and certify that:

- (a) you are not precluded or restricted by any term of any agreement, undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;
- (b) you will notify the Company of any change in circumstances around the termination of your employment with your previous employer between the date of this Employment Letter and the Start Date;
- (c) you are not currently, and have never been, the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on-going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);
- (d) you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti-competitive behaviour; and
- (e) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.

23.2 Any breach of these certifications will entitle Barclays to immediately terminate your employment.

24. Governing law

Your Terms are governed in accordance with the laws of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management in relation to any legal action or proceedings that arise out of or in connection with this Employment Letter.

25. Key policies, procedures and practices

- 25.1 During your employment with the Company (and where applicable after your employment has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations, including (but not limited to) Barclays Group policies and procedures on, and any other obligations relating to, anti-bribery and corruption. Failure to do so may result in disciplinary action being taken against you.
- 25.2 You should familiarise yourself with all policies and procedures that apply to your grade and business area as set out on your intranet. The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important (although this is not intended as a comprehensive list):

- Any applicable Employee Handbook
- Anti Bribery and Corruption
- Regulator's Business Principles
- Disclosure obligations
- Data protection, confidential information and Chinese walls
- Equality and Diversity
- Managing people, including on various types of leave and our disciplinary and grievance policies
- Bullying, Harassment and Discrimination policy
- Prevention of Sexual Harassment at the Workplace
- Dress at Work
- Electronic and other forms of communication
- Personal account and share dealing
- Conflicts of interest and outside business interests and affiliations
- Market conduct
- Gifts and Entertainment
- Health and Safety

- Whistleblowing or Raising Concerns
- Substance Abuse

25.3 Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.

25.4 The disciplinary and grievance rules and procedures which are applicable to your employment are set out on your intranet. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing to your line manager or HR contact in accordance with the Company's disciplinary procedure. If you wish to raise a grievance please apply in writing to your line manager or HR contact in accordance with the Company's grievance procedure.

APPENDIX 1

Definitions and interpretation

In the Detailed Terms and Conditions, the following terms have the following meanings:

"Barclays" means Barclays PLC.

"Barclays Group" means Barclays, the Company, and any company which is from time to time:

- (a) a holding company (as defined by Section 1159 of the Companies Act 2006) of Barclays
- (b) a subsidiary (as defined by Section 1159 of the Companies Act 2006) of Barclays or of its holding company;
- (c) a company over which Barclays has control within the meaning of Section 1124 of the Corporation Tax Act 2010; or
- (d) a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of Barclays;

and **"Barclays Group company"** will be interpreted accordingly.

"Company" means your employing entity within the Barclays Group.

"Damages" shall mean loss and damage suffered by the Company on account of unauthorized termination of the Employment Letter in breach of the provisions mentioned herein.

"FCA" means the UK's Financial Conduct Authority, or any successor or applicable regulatory authority.

"Notice Period" means the notice period as set out in your Summary of Key Terms.

"PRA" means UK's Prudential Regulation Authority, or any successor or applicable regulatory authority.

"Regulator" means the FCA and / or the PRA, and/or RBI and/or SEBI as may be applicable, or any successor or applicable regulatory authority.

"Risk and/or Compliance requirements" means a control or regulatory issue of business unit significance that is identified by the Company in its absolute discretion.

"RBI" means the Reserve Bank of India or any successor or applicable regulatory authority.

"SEBI" means the Securities Exchange Board of India or any successor or applicable regulatory authority.

"Share" means an ordinary share in Barclays PLC.

"Start Date" means the start date as set out in your Summary of Key Terms.

"Termination Date" means the date on which your employment terminates.

Some capitalised terms in the Detailed Terms and Conditions are as defined in your Summary of Key Terms and any applicable Schedules unless stated otherwise. References to any statute or legislation will include any modification, re-enactment or extension of that legislation.



To,

Name : Alisha Rao

Re: Important information post your clearance of the interview process during the Campus Visit

Dear Alisha Rao,

This confirms you have cleared the initial interview process. Your journey for getting an Offer of Employment from Accenture has just begun. Please go through this communication to acquaint yourself of the various actions that your candidature will go through before a release of Offer of Employment by Accenture.

- **Document verification and checks** -Post accepting this Letter of Intent, you will have to submit certain prerequisites / documents. The Offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer, we would like you to accept the offer within 14 Days from the day you receive the Offer Letter.

At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process as well as using any unethical, unauthorized or wrongful/unfair means during any assessments or during the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked with immediate effect.

- **Information on Accenture's Fundamental Skill Primers - Learning Module** - As part of providing our new joiners a unique learning experience, Accenture proposes an online learning program – Fundamental Skill Primers. We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.
 - The learning module of this program is typically made available to potential new joiners to give them a reasonable time to learn at their pace and comfort.
 - After completing the Fundamentals Skill Primers Learning the potential new joiner will need to go through the Fundamental Skill Primers assessment

- After a new joiner has completed the Fundamental Skill Primers Program; they will need to undergo further Accenture stream specific trainings and assessments.

Each of such assessments including Primer assessment will add towards the final score. A min. of 60% will needed to be scored for successful clearance. If they are unable to score 60% in the first attempt, they will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning program.

If potential new joiners are unable to complete the Accenture specific stream training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

By completing 100% of Fundamental Skill Primers online modules before the Fundamental Skill Primers assessment and scoring 75% or above in the Fundamental Skill Primers assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

We wish you the best of this journey and congratulate you on clearing the interviews. Your proposed compensation for the ease of information and subject to release of an offer of employment by Accenture is as mentioned in **Annexure A**. Specific details will be mentioned in your formal offer letter.

Annexure A

- Career Level - 12
- Proposed role - **Application Development Associate**
- **Annual fixed compensation** for the fiscal will be **INR 3,83,000**; it includes allowances and statutory benefits and will be structured in accordance with the Company's policy.
- **Local Variable Bonus** - At your career level, the maximum annual target variable pay-out is estimated as **INR 32,500**. The pay-out that you receive will depend but not limited to your performance achievement and performance of Advance Technology Centers, India in the current company fiscal year.
- **Maximum Annual Total earning potential – INR 4,15,500 /-**
- **Joining Bonus** - You are also eligible for a joining Bonus of **INR 25,000**; payable upon successful completion of initial training as per company process.
- **Additional Notional Benefits: Gratuity** for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic) – **INR 6,400 /-**
Notional Insurance Premium paid by Company – **INR 11,400 /-**
- **Annual Total earning potential + Additional Notional Benefits – INR 4,58,300/-**

You may be required to relocate for project deployment to any part of India and work in 24X7 shifts basis business requirement

Please note, the above is informative and not exhaustive, specific details will be in the Offer Letter

“This is an electronically generated document does not require signatures”

Name: Joshua Rodrigues

Mobile No.: 9511766783

Email ID: rodriguesjosh05@gmail.com

College / University: Fr. Conceicao Rodrigues College of Engineering

Degree / Branch: Bachelor of Engineering (Computer Science)

Dear Joshua,

It was great interacting with you during the campus interview process. We are pleased to let you know that you have cleared our selection process, accordingly we intent to offer you to be a part of the Zycus family.

Your intended designation would be **Trainee – Business Development at Grade 4a** and we intend to offer you an annual compensation of **INR 6,50,000/-**

Please note that this is not a formal offer letter. We will issue a formal offer letter to you on the date of your joining and post successful completion of your final semester degree/diploma examination (if any).

Further at the time of joining Zycus, you shall be required to complete the joining formalities, which includes acceptance of employment terms and conditions and other agreements.

For Zycus Infotech Pvt. Ltd

Authorized Signatory

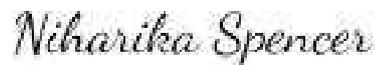


Signed on 08/19/2022 | 19:57:45 (GMT +5:30)

Name: Sam Thomas

Designation: AVP- Business Development

Authorized Signatory



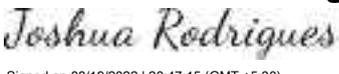
Signed on 08/19/2022 | 19:49:53 (GMT +5:30)

Recruiter's Name: Niharika Spencer

Designation: Executive-Talent Acquisition

I hereby accept the Letter of Intent and the terms and conditions provided in this letter.

Candidate's Name: Joshua Rodrigues

Signature: 

Signed on 08/19/2022 | 20:47:15 (GMT +5:30)

Date: 08/19/2022 | 20:47:15 (GMT +5:30)



Offer: Computer Consultancy
Ref: TCSL/DT20222782387/Mumbai
Date: 29/07/2022

Ms. Kaylynn Martina Titus Rodrigues
Cologne House, Plot No. 220, Flat No.11 Shere Punjab Colony,
Andheri E,
Mumbai-400093,
Maharashtra.
Tel# 91-9820714526

Dear Kaylynn Martina Titus Rodrigues,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

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

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto ₹60,000 over and above your CTC during the first year. The Learning Incentive pay outs made as per your eligibility are recoverable, if you cease to be employed with TCSL, within 12 months of joining TCSL.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No.2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

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1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

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

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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TCSL/DT20222782387

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No.2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

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RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No.2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.



12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

This contract of traineeship in TCS and subsequent employment post successful completion of your traineeship is terminable by you by giving 90 days notice in writing. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily serve the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion in the interest of business.

i. This contract of traineeship and subsequent employment post successful completion of your traineeship may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

ii. Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by TCS at its sole discretion having regard to the responsibilities shouldered by you while being in the employment of TCS and business continuity.



16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

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TATA CONSULTANCY SERVICES

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- address affidavits etc.)
- Passport / Acknowledgement letter of passport application
 - Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
 - 4 passport sized photographs
 - Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
 - An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
 - If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.



22. Letter of Appointment

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

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.



(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Kaylynn Martina Titus Rodrigues
Designation	Assistant System Engineer-Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

<p>Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot R 41, Gandhinagar - 382007</p>	<p>Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka</p>
<p>BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue: Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024</p>	<p>Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119</p>
<p>DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana</p>	<p>DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glexy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP</p>
<p>Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFI House,G.S. Road, Dispur,Guwahati - 781006,Assam</p>	<p>Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad</p>
<p>INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh</p>	<p>KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - 11F/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords</p>
<p>KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042</p>	<p>MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokhron Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606</p>
<p>NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,</p>	<p>PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra</p>
<p>Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India</p>	



Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. **Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Date: November 10, 2022

Ref: LTI/HR/EN9/Campus/2023

Name: Rhyth Rodrigues

College: Fr. C. Rodrigues College of Engineering, Bandra

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Rhyth Rodrigues,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on being selected as a **Graduate Engineer Trainee**. This offer is on the following terms and conditions, subject to fulfilling the eligibility criteria (Refer '**Annexure 1**') and a successful background check.

1. During the training period (includes classroom and on the job training) of 3 months, your Stipend including all benefits will be **Rs. 25000 pm**.
2. All payments made to you would be subject to deduction of applicable taxes at source (TDS).Your remuneration is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever, except with the prior consent of the Company.
3. You will also be issued a detailed Letter of Appointment as Graduate Engineer Trainee subject to you meeting the eligibility criteria as mentioned in '**Annexure-1**'. Your appointment is in accordance with the Apprentices Act, 1961.
4. **Documents** - Your offer is subject to you submitting all the mandatory documents at the time of joining. (Refer '**Annexure-2**')
5. **Background Verification** - As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your educational / professional credentials and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, this offer shall stand withdrawn, apart from other legal action being initiated against you.
6. If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this **Graduate Engineer Trainee Offer Letter** on the **CampBuzz Portal** (<https://campbuzz.ltinfotech.com>) and register your credentials therein within seven (7) days from the date of this letter.

If you do not register your credentials within the above period on the Company portal and accept the offer on the portal within (7) days, the aforesaid offer automatically stands cancelled. Post registration on the above portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.

7. You are required to register yourself as an apprentice on the apprenticeship portal <http://www.mhrdnats.gov.in> within [7] days from the date of this offer or once your final semester is completed as applicable.



8. You may be confirmed in 3 months from the effective start date of your employment with the Company. During this period, a prior notice of 7 days shall be applicable, in case of voluntary resignation by the employee. Your employment with LTI will be terminated without any notice or stipend or compensation in lieu of notice in the below circumstances, which you agree are reasonable and acceptable:
 - Failing to meet the qualification criteria during the Training Program assessments
 - Unauthorized absence during the Training Program
 - Integrity and other disciplinary expectations
9. All Annexures appended herewith shall form an integral part of this letter.
10. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.
11. The terms and conditions mentioned above are subject to change at any time at sole discretion of the Company and as per business demands without prior notice.
12. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.
13. Post successful completion of 3 months and subject to joining the Company, your annual CTC including all benefits will be as per the details mentioned in '**Annexure-3**'.
14. As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining the Company. You are therefore requested to complete the Company training which will be communicated to you separately. Company has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings are critical and the outcomes would have a direct impact on your onboarding.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For LTI Ltd.

Thiagu Dharmalingam
Senior Manager -Talent Acquisition

I have read the letter and accept the same.

Signature and Date

ANNEXURE-1

Eligibility Criteria for Engineering - Year 2023 Batch		
Qualification:	B.E./B.Tech.	M.E./M.Tech/MCA/M.SC
Branches:	All Branches	M.E./M.Tech(All branches) MCA, M.Sc (five-year integrated CS/IT)
Age Criteria: As on 1st July of Passing year (2023)	Less than 24 years	Less than 26 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma which should not be more than 2 years. No Year drop allowed.	
SSC, HSC Percentages/CGPA:	60% & Above OR Equivalent CGPA	
	NOTE: <ul style="list-style-type: none"> SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only. For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration. 	
Diploma/Graduation Percentage/CGPA :	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA	
	<ul style="list-style-type: none"> For the interview process, an aggregate of 60% & above <u>till the results of the last conducted examination</u> will be considered Aggregate of 60% & above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule) Conversion from CGPA into Percentage must be calculated as per your respective University norms Provisional/Passing Certificate must state First Class 	
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation, Post Graduation)	<ul style="list-style-type: none"> No active/live backlogs allowed at the time of the interview process All backlogs (if any) must be cleared <u>with the final semester exams</u> All final semester subjects <u>must be attempted and cleared in the First Attempt</u> (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course) Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear. 	
Nature of Course:	All Full Time courses Only	
Year of Passing:	(2023) SUMMER Pass outs Only	
Citizenship:	Resident Indian Citizens Only	
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY	
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence	
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at the time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS	
Training phase:	The period of training (classroom/virtual) and the subsequent technology & communication tracks assigned for training are purely subjected to the business requirements. Non-performance during technical & communication trainings/on the job phase is subjected to separation from the organization	
Flexibility:	Should be flexible to work in any technology/work-shift/domain and work from any development center/partner premise/customer location as per business needs	
Cooling Period:	Should NOT have appeared for any LTI interview process anywhere in the past 6 months from the date of my interview process.(If found so, LTI may take immediate action and cancel the candidature at ANY stage)	
Eligibility for Maternity Leave:	As per the Maternity Benefit Act, 1961, employee would be entitled for maternity leave if she has worked for a minimum of 80 days in the organization in the twelve months immediately preceding the date of her expected date of delivery	



Self-Declaration:

1. You should meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. LTI may take immediate action at any time during or after the Interview/Selection/Joining if found hiding any information/involved in any sort of malpractices/producing incorrect information or not meeting all the criteria mentioned above.
3. This recruitment process is completely free of cost.

Candidate Signature: _____

Name: _____

Institute Name: _____

Mobile No: _____



ANNEXURE-2

Please bring along with you the following documents in original and one copy of the same.

- A. Duly acknowledged copy of the Graduate Engineer Trainee Offer Letter.
- B. Non-Disclosure Agreement.
- C. Two copies of your recent passport size photograph with white background.

Attested copies of the following are required:

- 1. Proof of age.
- 2. SSC/HSC or equivalent examination mark sheets.
- 3. Diploma / Degree mark sheets for all the Semesters/Years.
- 4. Passport first & last page.
- 5. Four wheeler Driving License.
- 6. Pan card.
- 7. Aadhar card.

You are requested to note that our offer is subject to submitting the above documents.

ANNEXURE-3

Name : Rhyth Rodrigues Date : November 10, 2022

Salary Grade : P1

Components	INR. (p.a.)	INR. (p.m.)
Basic	180000	15000
Bouquet of Benefits	162180	13515
Bonus	21000	1750
Base Salary (p.a.)	363180	30265
Annual Incentive	0	
Total Variable (p.a.)	0	
TTC(p.a.)	363180	
PF	21600	1800
Gratuity	8658	722
Mediclaime Premium(p.a)	12929	1077
Retirals & Other Benefits(p.a)	43187	3598
Cost to Company (CTC)	406367	33863

Medical Insurance Premium:

The Group Mediclaime Policy of Company covers Employee, Spouse & upto 3 dependent children (below 25 yrs of age). Coverage limits are as per company policy.

You would also be eligible to be covered under the Voluntary Group Term Life and Group Accident Insurance policy as per the company policy.

Notes:

- 1)Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2)Bouquet of Benefits* /Flexi Pay consists of Flexi-components which may include HRA,Conveyance,LTA,MealAllowance and Adhoc allowance.
- 3) H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 4)The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
- 5) Gratuity payment shall be as per "Payment of Gratuity Act, 1972".
- 6)Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.



Offer: Computer Consultancy
Ref: TCSL/DT20222782390/Mumbai
Date: 29/07/2022

Ms. Joyli Marshal Rumao
175 , Ish Sadan , RumaoaliNandakhal,
Virar,
Mumbai-401301,
Maharashtra.
Tel# 91-9975781695

Dear Joyli Marshal Rumao,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

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

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto ₹60,000 over and above your CTC during the first year. The Learning Incentive pay outs made as per your eligibility are recoverable, if you cease to be employed with TCSL, within 12 months of joining TCSL.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

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

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.



12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

This contract of traineeship in TCS and subsequent employment post successful completion of your traineeship is terminable by you by giving 90 days notice in writing. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily serve the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion in the interest of business.

i. This contract of traineeship and subsequent employment post successful completion of your traineeship may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

ii. Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by TCS at its sole discretion having regard to the responsibilities shouldered by you while being in the employment of TCS and business continuity.



16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

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- address affidavits etc.)
- Passport / Acknowledgement letter of passport application
 - Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
 - 4 passport sized photographs
 - Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
 - An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
 - If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.



22. Letter of Appointment

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

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.



(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



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Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Joyli Marshal Rumao
Designation	Assistant System Engineer-Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

<p>Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot R 41, Gandhinagar - 382007</p>	<p>Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka</p>
<p>BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue: Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024</p>	<p>Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119</p>
<p>DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana</p>	<p>DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glexy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP</p>
<p>Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFI House,G.S. Road, Dispur,Guwahati - 781006,Assam</p>	<p>Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad</p>
<p>INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh</p>	<p>KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - 11F/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords</p>
<p>KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042</p>	<p>MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokhron Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606</p>
<p>NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,</p>	<p>PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra</p>
<p>Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India</p>	



Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. **Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

JPMORGAN CHASE & Co.

Message from Jamie Dimon, Chairman and CEO

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

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

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

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

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

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

A handwritten signature in black ink, appearing to read "Jamie", with a large, stylized initial "J" to the left.

J.P.Morgan

24-Mar-2023

Rachel Sequeira
5-A, Uttung Cooperative Housing Society
Samant Wadi, Behind Baharat Cooperative Bank, Goregon(East), Mumbai-63
-400063
MUMBAI SUBURBAN
Maharashtra
INDIA

Dear Rachel Sequeira,

Your Employment by J.P. Morgan

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

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

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

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

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 28-Mar-2023.

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

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

APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

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

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

A2. Employment Commencement Date

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

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

A3. Working Hours / Place of Work

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

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

A4. Remuneration

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

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

Special Cash Award

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

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.

Relocation Lump Sum

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

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

A5. Probationary Period

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

A6. Leave Entitlement

A6.1 Annual Leave

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

A6.2 Other Leave

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

A7. Benefits

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

A8. Retirement Scheme

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

A9. Notice Period

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

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

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.

APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

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

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

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

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

B2. Remuneration

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

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

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any

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

B3. Incentive Compensation

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

B4. Termination

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

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

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

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

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

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

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

B4.6 During any Notice Period:

- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.
- c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave

B5.1 Annual Leave

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

B5.2 Sick Leave

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

B5.3 Suspension Leave

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

B6. Confidentiality

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

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

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

B7. Return of Company Property

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

B8. Post Employment Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.
- B8.4 In this paragraph B8:
- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
 - b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
 - c) "Restricted Client" means any person:
 - i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.
 - d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

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

B9. Code of Conduct and Staff Regulations and Affirmation

- B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:
- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

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

B11. Retirement Benefits

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

B12. Miscellaneous

- B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.
- B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.
- B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation

payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

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

B13. Contract Execution

B13.1 You acknowledge and agree that:

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

B14. Governing Law and Jurisdiction

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

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

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

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

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

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

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

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

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

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

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

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

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

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

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

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts

2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

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

Global Personal Trading Policy:

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

Conflict of Interests and Outside Interests:

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

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

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

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

Acceptance and Code Affirmation:

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

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating

compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

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

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

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

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

APPENDIX D – SPECIFIC CONSENTS

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

Annexure – 1

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

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

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

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship

which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195awa of the Copyright Act, 1968 (Cwlth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

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

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

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

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

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

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

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use

thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

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

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

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

Annexure- 2

Consent for Use, Transfer and Verification of Personal Data

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

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

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

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;
- (vi) Biometric information;
- (vii) any detail relating to the above clauses as provided to the Company in relation to your

employment or contractual relationship with the Company; and

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

Company or provide employment related benefits.

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

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

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

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

Accepted By: Rachel Sequeira

Accepted Date: 2023-03-24T17:26:12.741+00:00

IP Address: 49.36.121.162



Letter of Intent (LOI)

Superset ID: 3573315

Date: November 25, 2022

Dear Ananya Sharma,

We are immensely glad to extend a hearty welcome to you to our Cognizant family.

This LOI refers to your application for employment with Cognizant Technology Solutions India Private Limited (" **Cognizant** ") and subsequent discussions. Basis the information and representation provided by you, we have found you suitable for the GenC role and your designation will be **Programmer Analyst Trainee**. Upon final scrutiny, a formal full-time employment Offer Letter with the compensation, terms and conditions, rules, regulations & policies (" **Employment Agreement** ") will be issued, and such Employment Agreement shall be subject to and be effective only upon your successful completion of the full-time internship program or Cognizant identified training programs as opted by you or mandated by Cognizant and background verification. You will have an opportunity to opt for a full-time internship with stipend during your final semester and terms and conditions governing such full-time internship program shall be detailed in the Intern Offer Letter.

It is hereby clarified that participation in this full-time internship program or Cognizant identified training programs shall not deem to constitute you to be an employee of Cognizant and the scope of this full-time internship program or Cognizant identified training programs does not include any supervisory responsibilities and that there is no agency, fiduciary or employer-employee relationship intended or created by reason of this LOI.

During this full-time internship program or Cognizant identified training programs, you shall not be entitled for any benefits paid or made available to Cognizant's full-time employees.

Upon your successfully completion of full-time internship program or Cognizant identified training programs, completion of background verification and being onboarded as an employee under a definitive Employment Agreement, your annual total remuneration shall be **INR 4,01,988/- per annum**. The detailed information on compensation and benefits will be provided in your full-time employment Offer Letter.

This LOI expresses only our intent to enable you participate in the full-time internship program or such Cognizant identified training programs as opted by you or as mandated by Cognizant, and there upon successful completion of the training which brings eligibility to receive a definitive Employment Agreement, subject to completion of hiring formalities, background verification and procedures. Cognizant has zero tolerance towards malpractice in any form and reserves all rights with respect to hiring decisions and issue of full-time Offer. This document is only a letter of intent and does not constitute any contractual relationship between you and Cognizant. Cognizant holds all rights to withhold or cancel this LOI and/or the Intern / Full-time employment Offer Letter due to non-conformance of performance benchmark or moral code of conduct.

Code of Conduct : You shall comply with Cognizants Core Values and Standards of Business Conduct, located at and incorporated herein by reference. <https://www.cognizant.com/us/en/documents/code-of-ethics.pdf>

This LOI from Cognizant is valid for 1 week - 7 calendar days, from the date of the LOI. Hence, you are requested to accept or decline the LOI within 1 week from the date of the LOI. In case we do not receive any response from your end within the aforementioned time period, this LOI shall stand withdrawn, and will be considered as void. Any extension to the LOI validity will be at the sole discretion of Cognizant. Please note that this LOI is not deemed to be considered as an employment contract or offer letter for purposes of joining Cognizant as an employee. For all onboarding formalities, the definitive Employment Agreement is required.

Upon accepting this LOI, you hereby consent for Cognizant Technology Solutions India Private Limited to receive the personal information and/or sensitive personal information ("Personal Information") submitted by you for background verification and share the same with its empaneled vendors located in India for conducting mandatory background checks for employment opportunities with Cognizant.

For further queries, related to Letter of Intent (LOI), please raise a request by clicking "Raise a Query" button in the below link. Use Superset ID as Candidate ID and choose Category as Letter of Intent (LOI).
<https://campus2cognizant.cognizant.com/Pages/Prelogin>

GenC HR Team will reach out to you over email to guide you on the next steps.
Thank you for the interest and stay tuned to hear from us.

Yours sincerely,

For Cognizant Technology Solutions India Pvt. Ltd.

Maya Sreekumar
Vice President - Human Resources



July 29, 2022

Ms. Sifra Maria

Email id: sifrabiju09@gmail.com

Sub: Letter of Intent - Quantiphi Analytics Solutions Private Limited ('Company')

Dear Sifra Maria,

We are pleased to offer you the position of **Intern - Business Analyst** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company").

Your salary during the course of full-time employment will be **INR 8,50,000/-** annually on a cost to company basis.

Fixed Component	QCDP Reward	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

As a part of your onboarding process, you will undergo a four-month internship ('Virtuverse') with us and thereby leading to confirmation as a full-time employee based on your performance.

'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc.

During the period of internship, you will be paid a fixed amount of INR 23,000/- per month as stipend and all other allowances/benefits will be shared with you by February 2023.

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company.

The Letter of Intent needs to be accepted within 48 hours, else it will be considered as null and void.



Authorized Signatory
Mohini Palchowdhury
(Head - Human Resources)



Agreed and Accepted
Sifra Maria

09th November,2022

Hi Simrandeep,

Education changes everything. You will change Education loans.

Welcome Kuhooster! You are about to embark on a thrilling Ride that will potentially transform the life of millions and uplift them into prosperity. Well, how's that you may ask.

Let me tell you Divya's story.

Divya was sitting at the airport, her first time at one. Her boarding pass clutched tightly in her hand. She was terrified and excited at the same time. She was going abroad to study! She cast her mind back to when she told her father, a grocer, about her admission, he had seemed excited but also a little anxious at the same time. But the anxiety was fleeting and vanished as soon as he hugged her and told her how proud of her he was. It was much later, just 3 days prior to her departure that she found out, quite by accident, that her education was coming to the family at the cost of her mother's health. Money that had been put aside monthly for years for an operation was put aside in a

second for her sake. Today, she could not ignore the feeling of guilt as she got onto her plane which would take her far away from home. She vowed to come back with enough money to change her family's life.

There are many such Divyas in India and this is how important education is for the average Indian family. However, existing banks provide inadequate services and are so risk-averse that a large section of India is not able to ever live their dreams of studying abroad.

Kuhoo is stepping in to empower the Divyas of India with affordable and quick education loans. We call it the **Sound of Opportunity**.

info@kuhoo.com
www.kuhoo.com

Kuhoo Technology Services Pvt Ltd
Vatika Business Centre – Unit No. G5, Ground Floor
& Unit No. 02, 1 st Floor, Trade Center, BKC, Bandra (E)
Mumbai 400051
(CIN) U72900MH2021PTC361444

We are delighted at the prospect of you joining Kuhoo (Kuhoo Technology Services Private Limited – “The Company”). This is your offer letter and here are some of the details to know before starting.

You will be joining us as an Intern in the Technology Team effective 5th December 2022 and your Mentor will be Santram Meena.

Your monthly stipend during Internship will be Rs.25,000 per month (all inclusive).

After completion of your internship your designation will be Software Development Engineer I and you will be reporting to Chief Technology Officer.

You can join us on or before 12th June 2023.

Your annual compensation on Cost to the Company (CTC) basis will be Rs. 8 lakhs. This will be paid monthly with requisite deductions as per the prevailing regulations.

You will be based in Mumbai.

You may have observed during our interactions that we are passionate about creating a culture that is deeply ingrained in our core values. Along with other core teams across Kuhoo, you will play an important role in shaping the future of Kuhoo. All these make your position as one of the highest impact roles at Kuhoo.

With you, we are looking forward to making kuhoo as one of the best places to work.

Welcome to changing lives and creating a positive impact on people, society, and economy!

Thanking you,

Yours sincerely,



Nidhi Arora

**Head - People & Culture
Kuhoo Technology Services Private Limited**

info@kuhoo.com
www.kuhoo.com

Kuhoo Technology Services Pvt Ltd
Vatika Business Centre – Unit No. G5, Ground Floor
& Unit No. 02, 1 st Floor, Trade Center, BKC, Bandra (E)
Mumbai 400051
(CIN) U72900MH2021PTC361444

JPMORGAN CHASE & Co.

Message from Jamie Dimon, Chairman and CEO

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

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

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

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

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

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

A handwritten signature in black ink, appearing to read "Jamie", with a large, stylized initial "J" to the left.

J.P.Morgan

31-Mar-2023

Aayushi Thakur
Flat No.9, Shivalaya CHS, Natwar Nagar Road no.2,
Jogeshwari (East), Mumbai.
-400060
MUMBAI SUBURBAN
Maharashtra
INDIA

Dear Aayushi Thakur,

Your Employment by J.P. Morgan

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

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

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

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

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 28-Mar-2023.

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

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

APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

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

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

A2. Employment Commencement Date

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

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

A3. Working Hours / Place of Work

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

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

A4. Remuneration

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

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

Special Cash Award

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

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.

Relocation Lump Sum

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

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

A5. Probationary Period

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

A6. Leave Entitlement

A6.1 Annual Leave

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

A6.2 Other Leave

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

A7. Benefits

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

A8. Retirement Scheme

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

A9. Notice Period

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

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

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.

APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

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

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

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

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

B2. Remuneration

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

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

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any

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

B3. Incentive Compensation

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

B4. Termination

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

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

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

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

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

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

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

B4.6 During any Notice Period:

- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.
- c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave

B5.1 Annual Leave

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

B5.2 Sick Leave

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

B5.3 Suspension Leave

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

B6. Confidentiality

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

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

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

B7. Return of Company Property

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

B8. Post Employment Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.
- B8.4 In this paragraph B8:
- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
 - b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
 - c) "Restricted Client" means any person:
 - i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.
 - d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

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

B9. Code of Conduct and Staff Regulations and Affirmation

- B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:
- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

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

B11. Retirement Benefits

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

B12. Miscellaneous

- B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.
- B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.
- B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation

payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

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

B13. Contract Execution

B13.1 You acknowledge and agree that:

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

B14. Governing Law and Jurisdiction

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

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

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

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

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

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

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

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

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

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

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

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

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

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

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

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts

2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

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

Global Personal Trading Policy:

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

Conflict of Interests and Outside Interests:

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

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

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

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

Acceptance and Code Affirmation:

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

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating

compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

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

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

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

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

APPENDIX D – SPECIFIC CONSENTS

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

Annexure – 1

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

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

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

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship

which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195awa of the Copyright Act, 1968 (Cwlth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

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

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

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

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

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

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

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use

thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

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

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

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

Annexure- 2

Consent for Use, Transfer and Verification of Personal Data

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

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

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

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;
- (vi) Biometric information;
- (vii) any detail relating to the above clauses as provided to the Company in relation to your

employment or contractual relationship with the Company; and

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

Company or provide employment related benefits.

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

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

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

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

Accepted By: Aayushi Thakur

Accepted Date: 2023-03-31T16:04:00.790+00:00

IP Address: 42.106.240.170



Strictly Private & Confidential

Godwin Vaz

May 18, 2023

Dear Godwin,

Employment Agreement ("Agreement")

We are pleased to make this conditional offer of employment to you with **BNP Paribas India Solutions Pvt. Ltd. ("BNPP")** in India on the terms and conditions set out in this agreement.

For the purposes of this Agreement, an "**affiliate**" shall include any subsidiary or holding company of BNPP.

1. Commencement Date & Location

- 1.1.** Your employment will commence on **June 19, 2023 at Mumbai**, unless otherwise mutually agreed by you and BNPP in writing.
- 1.2.** Your employment with BNPP will initially be subject to a probationary period of 6 months from the date of your commencement of employment with BNPP in India. You will not be considered as having successfully completed your probationary period unless and until a written confirmation is issued to you by Human Resources. For the avoidance of doubt, BNPP may extend your probationary period at its sole discretion.

2. Position

You will be employed on a full time basis as **Associate Software Engineer** with **Global Markets IT Department** and shall perform all duties commensurate with and appropriate to your position. Your corporate title shall be **Associate**. BNPP may amend your position, corporate title (if applicable) and/or reporting line as appropriate in the future to align your role with applicable policies, procedures or practices.

3. Remuneration

- 3.1** Your annual salary will be **INR 600,058** (less applicable deductions), payable over 12 months, for each complete month of service (pro-rated for any incomplete month of service), inclusive of all the following allowances and benefits:

Basic Salary	INR 180,000
House Rent Allowance	INR 90,000
Executive Allowance	INR 240,600
Leave Travel Allowance	INR 25,000
Conveyance Allowance	INR 19,200
Medical Allowance	INR 15,000
Provident Fund	INR 21,600
Gratuity Fund valued @ 4.81% of Basic Salary	INR 8,658
Total Cost to Company	INR 600,058



- 3.2 Your salary and benefits will be subject to applicable taxes which will be withheld by BNPP from your salary or bonus payment.
- 3.3 Any remuneration which you receive from BNPP shall be inclusive of any fees, expenses or other remuneration which you may be entitled to receive in relation to any office or directorship you may be required to perform in connection with your employment and includes consideration for all covenants made by you under this Agreement (including without limitation the covenants and restrictions set out in clauses 9 and 10).
- 3.4 You will receive provident fund and related benefits in accordance with [the provisions of the Employees' Provident Fund & Miscellaneous Provisions Act 1952 (as amended from time to time).
- 3.5 You will be entitled to gratuity benefit in accordance with the Payment of Gratuity Act 1972 (as amended from time to time).
- 3.6 You will be entitled to employee state insurance coverage in accordance with the Employees State Insurance (Central Rules) 1950 (as amended from time to time).

4. Discretionary Bonus

- 4.1 You may be eligible to receive a discretionary bonus in respect of a given performance year, based on BNPP's results, your individual performance and conduct, and such other factors as BNPP may consider relevant. Provided you are eligible to be considered for a discretionary bonus award, the terms, conditions, nature and amount of such discretionary bonus award (if any) will be determined at the absolute discretion of BNPP. BNPP reserves the right to defer all or part of any discretionary bonus award granted to you in accordance with the applicable bonus deferral arrangement in force from time to time, and to impose such reasonable conditions as BNPP considers appropriate; any such discretionary bonus awarded will be subject to the terms of any Group incentive or deferral plan in respect of variable compensation for the relevant performance year.
- 4.2 If you are eligible to receive a statutory bonus pursuant to the Payment of Bonus Act 1965 (as amended from time to time), any discretionary bonus which may be awarded to you shall take into account any statutory bonus payable to you.
- 4.3 Any bonus awarded will only be paid to you if (i) you are employed by BNPP on the payment date; and (ii) you have not given or received notice to terminate your employment, or otherwise ceased your employment with BNPP, prior to the payment date.
- 4.4 You acknowledge and agree that you do not have a contractual right to receive a bonus annually and any discretionary bonus award is at the absolute discretion of BNPP, except for statutory bonus if applicable to you in accordance with the Payment of Bonus Act 1965 (as amended from time to time). The payment of any discretionary bonus in respect of any year, and the amount of such discretionary bonus if paid, shall not give rise to any expectation of the payment or amount of any bonus in any future year of employment. Other than as set out in this Agreement, you acknowledge that no representation, assurance or guarantee has been provided by or on behalf of BNPP with respect to the payment of any discretionary bonus and you also acknowledge that you may receive a nil bonus.

5. Relocation Benefits

In the event you give or receive notice to terminate your employment, or otherwise cease your employment with BNPP (except for reason due to redundancy, disability or death), within the first 12 months of your employment, you will be required to repay to BNPP the full gross amount of the relocation benefits availed by you.



6. **Staff Benefits**

In addition to the salary and benefits set out in clause 3 above, you will be eligible to enjoy staff benefits in accordance with applicable laws and BNPP's policies (where applicable) in force from time to time, including the following:

- (a) Insurance coverage under BNPP's medical and other applicable insurance schemes; and
- (b) Annual leave, sick leave, and other types of leave in accordance with applicable laws and prevailing policies of BNPP.

For details, please refer to the relevant policies and procedures of BNPP.

7. **Place of Work**

Your place of employment will be at our office location as mentioned in clause 1.1 or such other location within India as BNPP may require from time to time. During the course of your employment with BNPP, you may be required to work in any current or future divisions or departments of BNPP or its affiliates as BNPP may decide at its discretion. You may also be required to travel within India or overseas as BNPP may request from time to time.

8. **Hours of Work**

Your core working hours are from 9:30 a.m. to 6:00 p.m., Monday to Friday including half an hour lunch break. Your normal rest day will be Sunday (or such other day scheduled as a rest day). Saturday will normally be a contractual day off (unless an alternative contractual day off is scheduled). You acknowledge and agree that you are expected to devote sufficient time to perform your duties efficiently, which may require you to attend the office, or be available to perform your duties, outside of your core working hours.

9. **Confidentiality Obligations**

- 9.1 At any time during your employment with BNPP and after termination of your employment with BNPP, you must not, without the prior written consent of BNPP, disclose or make use of any confidential information (as defined below) relating or belonging to BNPP or any of its affiliates, or their customers or clients.

"Confidential information" means details of customers and their requirements, details of suppliers and their terms of business, the prices charged to and terms of business with customers, marketing plans and sales forecasts, financial information, results and forecasts (save to the extent that these are included in published audited accounts), any proposals relating to the acquisition or disposal of a company or business or any part thereof or to any proposed expansion or contraction of activities, details of employees and officers and of the remuneration and other benefits paid to them, information relating to research activities, formulae and product lines, know-how, any information which you are told is confidential and any information which has been given to BNPP or any of its affiliates in confidence by customers, suppliers or other persons.

- 9.2 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever (whether made or created by you or otherwise) relating to the business of BNPP or any of its affiliates, and any copies of the same:

- (a) Shall be and remain the property of BNPP or the relevant affiliate; and
- (b) Shall be returned to BNPP or the relevant affiliate on demand and in any event upon termination of your employment.



9.3 All developments, productions, written work, inventions and improvements of inventions, whether patentable or not, made by you or to which you would have contributed in the course of your employment, and all industrial and intellectual property rights and copyrights made by you or to which you would have contributed in the course of your employment shall be and remain the exclusive property of BNPP or the relevant affiliate, and to the extent necessary you assign any potential rights relating thereto to BNPP. This includes without limitation all research and research products, "know-how" developed in whatever form and systems developments.

10. Restrictive Covenants

10.1 During your employment with BNPP and for a period of 6 months after the termination of your employment with BNPP, you must not, without the prior written consent of BNPP, directly or indirectly and whether on your own behalf or in conjunction with or on behalf of any other person:

- (a) solicit, engage, or otherwise endeavour to entice away any employees or agents of BNPP or any of its affiliates, or induce or persuade any such persons to cease working for, or representing, or doing business with BNPP or any of its affiliates;
- (b) canvass, solicit, contact or approach any BNPP's or any of its affiliates' clients, customers, suppliers or agents with whom or which you had dealings in the course of your employment with BNPP during the period of 12 months immediately preceding the date of termination of your employment, or have any business dealings with any such clients, customers, suppliers or agents.

10.2 You agree that the restrictions contained in clause 10.1 above are reasonable and necessary for the protection of the legitimate interests of BNPP and its affiliates; however, in the event that any such restrictions are held to be void but would be valid if part of their wording were deleted or the period of application reduced or the geographical scope narrowed, such restriction shall apply with such modification as may be necessary to make it valid or effective.

10.3 If you receive an offer to be involved in another business in any capacity during your employment or prior to the expiry of the last of the restrictive covenants above, you must provide the person or entity making the offer a copy of clause 10 (but no other part of this Agreement) and you must inform BNPP the identity of that person or entity as soon as possible after accepting the offer.

10.4 The restrictions set out in clause 10 shall remain in full force and effect and survive the termination of this Agreement for any reason whatsoever.

10.5 You acknowledge that damages will be inadequate compensation for breach of any of the restrictive covenants contained in clause 10 and, subject to a court's discretion, BNPP may (for itself or on behalf of any affiliates of BNPP) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you which is or will be a breach of clause 10.

11. Termination

11.1 During your probation period, either you or BNPP may terminate this Agreement at any time by giving 30 days prior written notice to the other party. After successful completion of your probation period, either you or BNPP may terminate this Agreement at any time by giving 90 days prior written notice to the other party. BNPP may provide you with a payment in lieu of all or part of the applicable notice period. Under certain exceptional circumstances, BNPP may consider shortening the notice period for you. For the avoidance of doubt, without such express agreement from BNPP, your notice period will remain unchanged. BNPP may also deduct any amount (including but not limited to any outstanding payment in lieu of notice) which you owe to BNPP or any of its affiliates from any amounts which may be payable to you in connection with the termination of your employment, to the extent permitted under applicable laws and in accordance with applicable policies of BNPP.



- 11.2 The contractual and normal age of retirement is 60. Upon reaching the age of 60, you will be required to retire from your employment with BNPP.
- 11.3 Nothing in this Agreement shall otherwise limit either party's right to terminate this Agreement with or without notice in accordance with applicable laws and prevailing policies of BNPP.

12. Garden Leave/Administrative Leave

BNPP reserves the right to require you not to attend its premises and/or not to undertake all or any of your duties of employment during any period of notice of termination or at any other time during the period of your employment with BNPP. During any such period, all your express and implied duties under this Agreement (including without limitation your obligations of good faith, loyalty and fidelity to BNPP) shall continue to apply.

13. Other Conditions

- 13.1 You acknowledge and agree that during your employment with BNPP:
- (a) You must serve BNPP faithfully and diligently to the best of your abilities, and exercise reasonable care and skill in the performance of your duties as assigned to you by BNPP from time to time, whether during or outside the BNPP's normal business hours, at such places as BNPP requires and for BNPP or any affiliates of BNPP as required by BNPP;
 - (b) You must act in BNPP's best interests and use all reasonable efforts to promote the interests of BNPP;
 - (c) You must comply with all directions of BNPP from time to time and report to the person(s) nominated by BNPP from time to time;
 - (d) You must comply with all legal, regulatory and mandatory obligations applicable to your position and the duties assigned to you; and
 - (e) You must inform BNPP immediately if you become aware of or suspect any unlawful act or omission by any employee, contractor or officer of BNPP.
- 13.2 You further acknowledge and agree that during your employment with BNPP:
- (a) You must provide services exclusively to BNPP and, save with the prior written consent of BNPP, you must not be directly or indirectly employed, engaged, concerned or interested in any other occupation, business or trade; and
 - (b) You must not act in conflict with BNPP's best interests or your obligations to BNPP. If you become aware of any actual or potential conflict of interest, you must immediately disclose such conflict of interest to BNPP.
- 13.3 You acknowledge and agree that you shall be wholly and solely responsible for fulfilling all your tax obligations, including without limitation declaration and payment of all taxes arising from your professional and personal income, wherever and whenever they arise.
- 13.4 You will keep the existence and terms of this Agreement in strictest confidence and will not disclose this Agreement or its terms to anyone other than your spouse, lawyer or accountant without the prior written consent of BNPP.



13.5 BNPP reserves the right to vary any terms and conditions of your employment from time to time, to the extent permitted under applicable laws. You are required to comply with the Code of Conduct, compliance policies, and any other policies, procedures and guidelines as issued and/or amended by BNPP from time to time. Application of such policies, procedures and guidelines is at BNPP's discretion and is not a contractual entitlement unless otherwise specifically stated in the relevant documents. BNPP reserves the right to change, amend, supplement, withdraw or discontinue its policies, procedures and guidelines at its discretion in accordance with applicable laws. You are responsible for keeping yourself up-to-date with the latest version of these policies, procedures and guidelines. For the avoidance of doubt, this Agreement shall prevail over any of those documents to the extent of any inconsistency.

14. Data Privacy

You consent to BNPP and any of its affiliates holding and processing the data it collects in relation to you in the course of your employment, for the purpose of BNPP's administration and management of its employees and its business and for compliance with applicable laws, regulations and procedures, and to the transfer, storage and processing of such data in and outside India.

Please refer to BNPP's General Policy on Employee Personal Data Protection and Employee Personal Data Protection Notice for further details relating to data privacy.

15. Third Party Rights

No one other than a party to this Agreement shall have any right to enforce any of its terms.

16. Entire Agreement

This Agreement constitutes the entire agreement between you and BNPP, and shall supersede any prior written or oral agreement or understanding between you and BNPP in relation to the matters dealt with herein. You acknowledge and agree that you are not entering into this Agreement in reliance on any representation, warranty or undertaking not expressly set out in this Agreement. No variations to the terms of this Agreement will be valid unless they are authorized in writing by BNPP.

17. Governing Law and Jurisdiction

This Agreement and all aspects of your employment shall be governed by and construed in accordance with the laws of India. In the event of any dispute, the matter shall be resolved in India and the employee shall submit to the exclusive jurisdiction of the courts of location as mentioned in clause 1.1.

This offer is conditional upon the following terms and may be withdrawn or rescinded without liability on the part of BNPP should any or all of them not be satisfied.

- BNPP receives satisfactory employment references about you and you have all the qualifications and prior work experience stated at interview and/or provided during your recruitment/employment screening process;
- You successfully complete employment screening to the satisfaction of BNPP, including without limitation credit history check, criminal record check, and information provided by you during the employment screening process. In the event any matter is identified pursuant to such background checks which requires the consent of any regulatory authority, the offer is also subject to such consent;
- You obtain, where applicable, all necessary registration(s) and/or licence(s) with the relevant regulatory authorities in India within 3 months of your commencement of employment;



- You will not be in breach of any contractual obligation from any previous employer and are available to commence employment with BNPP on or before the commencement date mentioned in clause 1.1 without being subject to any restrictions from any previous employers;
- You duly present a valid India Identity Card, and where applicable, the necessary work visa or permit and/or other relevant document(s) enabling you to commence employment with BNPP in India on or before the commencement date mentioned in clause 1.1 ; and
- Your agreement to abide by the prescribed policies, procedures and guidelines of BNPP, as notified to you from time to time.

Please signify your agreement to the above by signing and returning the enclosed copy of this letter. This offer will be valid for 7 days from the date of receipt of this letter and will lapse if you have not returned an original signed copy of this letter to us on or before such expiry date.

Please report to Human Resources, at the office location mentioned in clause 1.1 at 9:30 a.m. on your start date.

We look forward to welcoming you as a member of BNPP.

Yours sincerely,
For and on behalf of
BNP Paribas India Solutions Pvt. Ltd.


 Digitally signed
 by IMRAN
 SULEMAN
 PATEL
 Date:
 2023.05.23
 19:42:02 IST
Authorized Signatory 1


 Digitally signed
 by RUPESH
 RAMACHANDR
 AN
 Date:
 2023.05.22
 18:00:17 IST
Authorized Signatory 2

I have read and agree to the terms and conditions of this Agreement.


 Signed by
 Godwin Vaz
 Date:
 2023.05.30
 16:45:39

.....
Godwin Vaz

JPMORGAN CHASE & Co.

Message from Jamie Dimon, Chairman and CEO

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

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

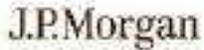
During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can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

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

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

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

A handwritten signature in black ink, appearing to read "Jamie", with a large, stylized initial "J" to the left.



06-Apr-2023

Syed Irfan Abidi
Saraswati B-302 Jai Saraswati Hsg Society
Evershine Enclave Near Rassaz Cinema Mira Road (E)
-401107
MUMBAI
Maharashtra
INDIA

Dear Syed Irfan Abidi,

Your Employment by J.P. Morgan

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

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

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

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

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 08-Apr-2023.

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

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

APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

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

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

A2. Employment Commencement Date

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

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

A3. Working Hours / Place of Work

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

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

A4. Remuneration

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

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

Special Cash Award

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

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.

Relocation Lump Sum

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

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

A5. Probationary Period

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

A6. Leave Entitlement

A6.1 Annual Leave

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

A6.2 Other Leave

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

A7. Benefits

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

A8. Retirement Scheme

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

A9. Notice Period

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

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

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.

APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

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

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

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

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

B2. Remuneration

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

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

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any

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

B3. Incentive Compensation

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

B4. Termination

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

- iii) disobey the Company's lawful and reasonable instructions/requirements;
 - iv) habitually neglect your duties; or
 - v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.
- B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:
- (a) suspend you from the performance of any duties or assign you alternative duties;
 - (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
 - (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
 - (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
 - (e) remove your access to the Company premises and computer systems;
 - (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
 - (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.
- B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.
- B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.
- B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.
- B4.6 During any Notice Period:
- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
 - b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.
 - c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave

B5.1 Annual Leave

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

B5.2 Sick Leave

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

B5.3 Suspension Leave

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

B6. Confidentiality

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

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

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

B7. Return of Company Property

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

B8. Post Employment Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.
- B8.4 In this paragraph B8:
- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
 - b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
 - c) "Restricted Client" means any person:
 - i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.
 - d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

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

B9. Code of Conduct and Staff Regulations and Affirmation

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

- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
- (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.

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

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

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

B10. Working Hours

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

B11. Retirement Benefits

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

B12. Miscellaneous

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

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

B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation

payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

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

B13. Contract Execution

B13.1 You acknowledge and agree that:

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

B14. Governing Law and Jurisdiction

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

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

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

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

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

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

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

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

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

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

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

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

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

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

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

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts

2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

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

Global Personal Trading Policy:

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

Conflict of Interests and Outside Interests:

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

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

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

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

Acceptance and Code Affirmation:

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

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating

compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

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

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

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

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

APPENDIX D – SPECIFIC CONSENTS

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

Annexure – 1

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

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

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

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship

which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195awa of the Copyright Act, 1968 (Cwlth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

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

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

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

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

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

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

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use

thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

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

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

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

Annexure- 2

Consent for Use, Transfer and Verification of Personal Data

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

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

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

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;
- (vi) Biometric information;
- (vii) any detail relating to the above clauses as provided to the Company in relation to your

employment or contractual relationship with the Company; and

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

Company or provide employment related benefits.

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

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

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

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

Accepted By: Syed Irfan Abidi

Accepted Date: 2023-04-06T06:59:14.852+00:00

IP Address: 1.38.140.202

July 29, 2022

Mr. Alan Anthony

Email id: alan241093@gmail.com

Sub: Letter of Intent - Quantiphi Analytics Solutions Private Limited ('Company')

Dear Alan Anthony,

We are pleased to offer you the position of **Intern - Framework Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company").

Your salary during the course of full-time employment will be **INR 8,50,000/-** annually on a cost to company basis.

Fixed Component	QCDP Reward	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

As a part of your onboarding process, you will undergo a four-month internship ('Virtuverse') with us and thereby leading to confirmation as a full-time employee based on your performance.

'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc.

During the period of internship, you will be paid a fixed amount of INR 23,000/- per month as stipend and all other allowances/benefits will be shared with you by February 2023.

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company.

The Letter of Intent needs to be accepted within 48 hours, else it will be considered as null and void.



Authorized Signatory
Mohini Palchowdhury
(Head - Human Resources)

Agreed and Accepted
Alan Anthony



TIAA Global Business Services (India) Private Limited

Registered office: 7th Floor, Winchester Building
Powai Business District, Powai,
Mumbai, Maharashtra – 400076

CIN: U72901MH2016FTC279876
Phone: +91 22 62298000

March 9, 2023

Amrutha Suresh Kumar
B-404 JASPER, BARAMPUR NEAR
AYYAPPA TEMPLE , VASAI WEST
Thane - 401202
Maharashtra,
India

Dear Amrutha:

It is with great pleasure that we extend you a Contingent offer of employment, based provisionally upon your eligibility, qualification and Back Ground Verification parameters being met in a timely manner, at TIAA Global Business Services (India) Private Limited (“GBS”) or (“the Company”), which is a subsidiary of Teachers Insurance and Annuity Association of America (“TIAA”) incorporated in India. This offer is subject to the following terms and conditions:

1. Position and Probation

1.1 You will assume the responsibility of Trainee, Software Developer with a start date on or before July 24, 2023 as discussed with your Human Resource representative.

1.2 You are assigned to work out of our Mumbai, India - Winchester Building Location.

July 29, 2022

Mr. Joel John

Email id: joel962001@gmail.com

Sub: Letter of Intent - Quantiphi Analytics Solutions Private Limited ('Company')

Dear Joel John,

We are pleased to offer you the position of **Intern - Machine Learning Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company").

Your salary during the course of full-time employment will be **INR 8,50,000/-** annually on a cost to company basis.

Fixed Component	QCDP Reward	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

As a part of your onboarding process, you will undergo a four-month internship ('Virtuverse') with us and thereby leading to confirmation as a full-time employee based on your performance.

'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc.

During the period of internship, you will be paid a fixed amount of INR 23,000/- per month as stipend and all other allowances/benefits will be shared with you by February 2023.

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company.

The Letter of Intent needs to be accepted within 48 hours, else it will be considered as null and void.



Authorized Signatory
Mohini Palchowdhury
(Head - Human Resources)



Agreed and Accepted
Joel John



Barclays Global Service Centre Private Limited

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

Building G2,

Gera Commerzone SEZ,

Survey No. 65,

Kharadi,

Pune – 411014

CIN – U72200PN2007FTC132479

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

www.barclays.com

17 April 2023

Vibhav Bhagyarathudu Bollavathri
Flat no 1301, SiddhiVinayak Grandeur, Off Sayani Road,
Opp Ravindra Natya Mandir, Prabhadevi
Mumbai
400025

Dear Vibhav Bhagyarathudu,

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

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

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

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

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

We look forward to welcoming you to Barclays.

Yours sincerely

Sarada Srinivas
Head – HR Operations and Payroll

Summary of Key Terms

Introduction to this Section

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

Name	Vibhav Bhagyarathudu Bollavathri
Employing Company	Barclays Global Service Centre Private Limited ("the Company")
Position	Your role will be Graduate Analyst, BA3 (or equivalent), or such other role as the Company reasonably decides from time to time.
Start Date	<p>10 July 2023, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above.</p> <p>In addition to the terms set out elsewhere in the Agreement, this offer of employment is contingent upon successful completion of your current degree prior to your anticipated start date. Successful completion of your degree means that it is completed within the specified timelines highlighted in your application and that your final degree classification matches or exceeds the predicted results stated in your application to Barclays. It is your responsibility to inform our recruitment team immediately, if you suspect that your grades will be lower than those predicted. Your start date for the purposes of continuous employment is as set out above</p>
Working Hours	<p>Your hours of work will be an average of 40 per week. Rest intervals and breaks are separate from the 40 hours of work.</p> <p>The Company is operational 24 hours a day, 365 days a year, so depending on your business function, your working days and hours may involve day and night shifts, and working on weekends/weekly offs and holidays, as permitted under applicable laws. Your manager will inform you if you are required to work in a different shift</p> <p>You will devote sufficient time to your duties. Subject to applicable laws, you may be required to work such additional hours as are required for the proper performance of your duties as per any applicable Company policy, which may require that you attend the office, or be available to fulfil your function, outside normal hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice and in accordance with applicable laws.</p>
Initial Place of Work	<p>You will initially be based in LTS – Barclays Global Service Centre, Gera Commerzone SEZ , Survey No.65, Village Kharadi Pune 411014.</p> <p>However, your place of work will be determined in line with the requirements of the scheme at Barclays' sole discretion. It is a condition of your employment that you agree that you may be required to work or travel to any branch or office (in India or overseas). Where you are required to work outside of India, additional terms and conditions may apply to your employment, which will be provided at the relevant time.</p>
Probationary Period	Your employment is subject to a probationary period of 6 months, or such additional period as the company may in its discretion consider necessary.

Salary

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

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

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

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

Other Payments

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

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

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

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

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

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

Qualifications/ Examinations

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

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

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

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

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

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

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

Discretionary Incentive Award

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

Statutory and Other Benefits

You will be eligible for various statutory benefits in accordance with the relevant laws. You will also be eligible to participate in the Company's benefits scheme, details of which are set out in the attached flyer which does not form part of your contract or have any contractual effect.

Any benefits are subject to the relevant policies/plans from time to time in force. The Company reserves the right to change the benefits or policies/plans from time to time.

If the Company pays or reimburses any expense on your joining the Company towards your relocation from your current place of stay to your place of posting as agreed between the Company and you, if your employment ends less than one year after the Start Date you confirm that you will pay to the Company (or alternatively Company may set-off against/ write off) any amount paid or reimbursed in respect of such relocation from the amount payable to you.

Annual Leave

You are entitled to avail annual leave which includes privilege leave, casual leave and sick leave entitlement in accordance with the applicable laws in the state of your Place of Work. Further details are included in the Detailed Terms and Conditions and on your intranet.

Notice Period

Either you or the Company may terminate your employment by giving two months written notice, however, the Company may terminate your employment with immediate effect in accordance with applicable Company policies.

Any reduction/ waiver to notice period shall be at the sole discretion of the Company. Company may adjust balance of annual leaves, while granting such reduction/ waiver.

Further information on Notice is included in the Detailed Terms and Conditions.

Overtime

Employees who are eligible under applicable laws to be paid Overtime for work beyond normal working hours, will be paid for the same in accordance to the applicable State laws at your Place of Work.

Further details in regard to Overtime are included within the Additional Time Guidelines available on the company's Intranet.

Data Privacy

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of the Barclays Group (the "Agreed Purposes"). Processing includes obtaining, holding, editing, destroying and disclosing employee information to any Barclays Group company and its employees and/or any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, lawyer/ law firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) for the Agreed Purposes ("Processing" or "Process").

For the Agreed Purposes, the Company may transfer employee information to any Barclays Group company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) in order to Process employee information for the Agreed Purposes.

You confirm that you will provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include transfers to recipients based in another country to your place of employment (either within or outside the European Economic Area) with different levels of protection of your personal data to India.

You confirm that the Company and/or any Barclays Group company may monitor and/or record your use of office equipment, for example, e-mail, internet (including chats and blogs), telephones and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

Aforesaid clause/ conditions shall apply to information relating to your family members/ relatives with respect to insurance policy, emergency contact details, etc., in accordance with prevailing Barclays'/ Company policy. It is your responsibility to inform such individuals that their data will be processed in this manner and to obtain their consent.

Confidentiality

It is important that you recognise that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company, the Barclays Group and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any stricter policy which applies to your role.

Post- Termination Restrictions

In protecting the interests of the Company, you must not, for a period of 3 months from the termination date of your employment:

- approach, solicit or deal with any person, firm, company or other entity who is or was a customer/supplier of Barclays Group and with whom you had material dealings within the 12 months period immediately prior to your termination.
- solicit or entice, or attempt to solicit or entice away or engage or employ any director, officer or employee in the Barclays Group

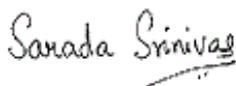
Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.

Acceptance

In accepting the terms of this Employment Letter, you confirm that all information provided by you to us in connection with this offer of employment (including at interview) is true and not misleading. You further confirm that you will notify us of any change in that information between the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre-employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the enclosed Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you acquaint yourself with the terms of all such policies, guidelines, processes and procedures. This Employment Letter set out the complete and exclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have received, read, understood, accept and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,



Sarada Srinivas
Head – HR Operations and Payroll
17 April 2023

I have read, understood and accept the terms of this Employment Letter (including the terms set out in any applicable Schedules and the Detailed Terms and Conditions section). I have been given an option not to accept these terms and thereby, not to join the Company and to seek appropriate Legal advice to understand interpretation of these terms.

Signature: _____

Date: _____

Taleo Number: 00282186
Contract Type: India Grad Offer Letter

Detailed Terms and Conditions

Introduction

About the Detailed Terms and Conditions

The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company and the Barclays Group expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that the Barclays Group has developed to reflect our values, purpose and behaviour and as part of our high performance culture and, in accordance with your contractual obligations, must be adhered to at all times. Further information and policies can be found on your own business unit intranet site.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most admired financial services companies in the world. From time to time, our policies and procedures do change and you must familiarise yourself with them on joining and periodically throughout your employment. References in the Detailed Terms and Conditions to a policy, practice, guideline and / or process generally are references to the relevant policy, practice, guideline and / or process in force at the relevant time.

These detailed terms and conditions also refer to the Barclays Values which must be adhered to at all times. The Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) are set out on your own business unit intranet site.

You should also refer to Appendix 1 which sets out definitions of the terms used in the Detailed Terms and Conditions.

Your Detailed Terms and Conditions of Employment

1. Introduction to this Section

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment terms with the Company and are referred to in this document as "Employment Letter". By signing the Employment Letter you confirm that you have read, understood and accept the terms set out in the Detailed Terms and Conditions.

2. Pre-employment and ongoing conditions

- 2.1 Your confirmation in the employment will be subject to successful completion of the Probationary Period as mentioned in the summary of terms or such additional period as the Company considers necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.
- 2.2 You understand that the Company's offer of employment is made to you subject to and conditional on the completion of certain pre-employment procedures and processes. You certify that the information that you have provided in connection with completion of the procedures and otherwise in connection with this offer of employment (including at interview stage) is true and accurate both at the time it is given and on the Start Date. The Company reserves the right to carry out screening checks on all employees, and such procedures may include but are not limited to:
 - (a) receipt of references and documentary proof that are satisfactory to the Company that you are legally entitled to reside and work in your country;
 - (b) completion of credit checks to the satisfaction of the Company;
 - (c) where criminal record checks are applicable to your role, completion of those checks to the satisfaction of the Company;
 - (d) if requested by the Company, a medical examination by the Company's medical advisers;
 - (e) where Regulator approval for your appointment is required and such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator; (iii) receipt of documentary proof that you hold the appropriate and relevant qualifications; and
 - (f) the Company receiving a signed copy of the Terms from you.
- 2.3 Whilst every effort will be made to complete all the checks and processes in the pre-employment procedures before your Start Date, this may not always be possible. In case you are employed prior to completion of the pre-employment procedure, the Company may terminate your employment at any time on minimum statutory notice if the check reports are not up to our satisfaction or the procedures are not completed within a reasonable period of time.
- 2.4 This offer of employment and your continued employment is also subject to your obtaining, holding and continuing to hold all applicable qualifications, licences and registrations as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your continued employment is conditional on such approval either: (i) being obtained; or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator (or other relevant regulatory body).
- 2.5 You shall be liable and responsible to inform and update your latest contact and address details, in the records of the Company, from time to time. Failure to comply may constitute gross negligence on your part.
- 2.6 You should not engage in any matter which would or could be anticipated to result in a conflict of interest between you and the Company.

2.7 This offer of employment and your continued employment is also subject to your successful completion of certain trainings (such as Communication & Culture and/or other process and policy trainings accreditations) that may be assigned to you by the Company from time to time. In case you remain absent for more than 2 days during these training programs or you become unable to qualify the trainings to the satisfaction of the Company, the Company shall have the sole discretion to take appropriate action including termination of your employment forthwith in accordance with provisions of Clause 18.1 (e) viii of the detailed terms and conditions of this Employment Letter. In case of your absence due to any personal emergency, your Line Manager shall on his/her sole discretion and upon evaluation of the reason of your absence, may recommend the Company to realign you for the next available training within a period of 30 days of your returning from absence. In case you are realigned for the next training as mentioned above, there may be possible change in process and/ or compensation on account of such realignment. If for any reason you do not agree to the realignment terms or no such realignment is possible within a period of 30 days of your returning from absence, the Company shall have the sole discretion to terminate your employment forthwith in accordance with provisions of Clause 18.1 (e) viii.

3. Place of Work and Mobility

Your place of work is as set out in your Summary of Key Terms. However you may need to travel to other locations and offices as reasonably required in the performance of your duties. You confirm that you will travel to such places (both inside and outside India) as the Company may reasonably require from time to time. Should the Company need to permanently change your place of work, you will be given reasonable notice of any such change (acceptable in e-mail/ letter format).

4. Duties

4.1 During your employment with the Company you confirm that you will:

- (a) act in a manner consistent with and which supports our values, purpose and behaviours and in particular the Barclays Values;
- (b) devote the whole of your working time and attention to the business of the Company and the Barclays Group;
- (c) diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business and that of the Barclays Group to the best of your ability and with integrity, due skill, care and diligence;
- (d) use your best efforts to promote and protect the interests of the Company and the Barclays Group and not do anything to harm those interests;
- (e) comply with all reasonable requests, instructions and regulations given by the Company and the Barclays Group and promptly provide such explanations, information and assistance as to your activities in the business of the Company and the Barclays Group as they may reasonably need;
- (f) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Letter, nor (without the prior written consent of the Company) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever provided always that such activities are in compliance with Barclays policies on outside or external business interests. This paragraph will not prevent you holding for investment purposes only, shares or securities which do not exceed three per cent (3%) in nominal value of the share capital or stock of any class of any company quoted on a recognised stock exchange;
- (g) not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of the Barclays Group, its clients, customers or shareholders. Barclays recognises that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance control room or compliance contact aware of the issue immediately. You must not act in relation to the matter, without their written direction or approval; and
- (h) report any actual or proposed unlawful activity or behaviour affecting the Barclays Group by you or any other employee, officer, contractor of the Barclays Group or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to your HR Business Partner or a member of your Compliance team) immediately on becoming aware of it.

5. Salary and allowances

Your salary will be paid on a monthly basis on or around the last working day of each month and is subject to applicable taxes, duties, cesses and other applicable withholdings. All tax liabilities arising out of your entire remuneration package, present or future, shall be borne by you. Your salary and any allowances will accrue on a daily basis and will be paid pro rata if you are employed for part of a month.

Your salary will be reviewed annually without commitment to increase. The Company may deduct from any payments to you any money owed by you to any Barclays Group company in accordance with the applicable laws.

Your acceptance to these terms shall confirm your consent to the Company making payment of your salary, compensation, award, incentive/ bonus etc. by way of credit to bank account with the bank of Company's choice or via such other mode as the Company may deem appropriate.

6. Discretionary incentive award

- 6.1 You may be eligible to be considered for a discretionary incentive award on an annual basis. The value, form, conditions of delivery and timing of any such awards are at the Company's discretion. This discretion includes the right to make the award or a proportion of the award in a form other than cash, including an award of Shares and to defer an element of an award under the terms of a Barclays Group incentive plan.
- 6.2 Any discretionary incentive award will only be made if, at that time, you are in employment and are not under notice (whether given or received) nor under suspension or investigation for a regulatory or disciplinary matter.
- 6.3 If you are subject to any investigation or disciplinary process at the time when communication, payment or making of any payment and/or award would otherwise occur, then the delivery of that payment and/or award will be suspended. If on conclusion of any investigation and/or disciplinary process, you are dismissed for gross misconduct or cause and / or have committed any serious breach of the Risk and / or Compliance requirements of the Barclays Group, then no payment and / or award will be made to you. If no disciplinary action (or disciplinary action short of dismissal) is taken against you, then a payment and / or award may be made to you after the conclusion of that process. However, the amount of any award and / or payment to which you are entitled may be reduced by the Company in its sole discretion. For the avoidance of doubt, any award and / or payment may be reduced to nil in such circumstances.
- 6.4 Notwithstanding paragraph 6.3, any unpaid or unvested award (or portion of an unpaid or unvested award) may be reduced (to nil if appropriate) at the Company's discretion and to the extent permitted by applicable laws. For the avoidance of doubt, the Company may exercise its discretion including as a result of:
- (a) Barclays PLC or any subsidiary's financial statements having been materially restated for the period for which the award was made other than restatement due to a change in accounting policy or to rectify a minor error; or
 - (b) Your actions having, in the reasonable opinion of the Remuneration Committee, following consultation with the Company:
 - i. deliberately misled the management of the Company, the market and/or Barclays PLC shareholders regarding the financial performance of Barclays PLC or of any subsidiary;
 - ii. caused harm to the reputation of the Barclays Group;
 - iii. amounted to misconduct; negligence, incompetence or poor performance ("misconduct", "negligence", "incompetence", and "poor performance" as determined by the Remuneration Committee acting in good faith, following consultation with the Company); or
 - (c) The Barclays Group or any of its subsidiaries, in the reasonable opinion of the Remuneration Committee, following consultation with the Risk Committee, has suffered a material failure of risk management.
- 6.5 Should the Company become aware that the amount of any award that has been paid or released to you was calculated on the basis of any false, incorrect or misstated information, then, the Company may, within one year of any such payment or release being made, request that you will repay as a debt to the Company the amount (or any part of the amount) as may be determined in the Company's sole discretion and to the extent permitted by applicable laws. You confirm that in the event a repayment obligation arises the Company is authorised to deduct the appropriate amount from your salary or any other

amounts due to you (including in instalments) as it determines in its discretion and to the extent permitted by applicable laws.

- 6.6 A payment of cash and / or a release of Shares or other instruments under an award will be subject to tax and other applicable withholdings, taxes, duties, cesses, deductions and will be subject to the rules of any applicable incentive plan.
- 6.7 Whether you are eligible to receive a discretionary incentive award, and if so, the amount shall be determined at the absolute discretion of the Company. You have no contractual right, whether express or implied, to receive an award at all, or an award of any particular amount, and the making of an award in any year does not give rise to any obligation on the Company to make an award in any future year. For the avoidance of doubt, your employment may be terminated by the Company at any time, for any reason, in accordance with clauses 18 or 19 of this Employment Letter and the exercise of that right to terminate is not limited or fettered by any term (express or implied).
- 6.8 Within Barclays, certain (usually senior) roles are designated as 'Material Risk Taker' ("MRT") roles. Where you are a MRT for any particular year you will be notified of this during or following the end of the relevant year. At any time during the seven year period from the date on which any variable remuneration is awarded to you in respect of a period for which you are a MRT (the "Relevant Variable Remuneration"), if Barclays determines that:

(a) your actions or omissions have, in the reasonable opinion of Barclays amounted to misbehaviour or material error; and /or

(b) Barclays or the relevant business unit has suffered a material failure of risk management, then, without prejudice to Barclays other remedies, Barclays may require that you repay an amount, not exceeding the value of the Relevant Variable Remuneration. The repayment shall be of such value as may be determined in Barclays discretion acting in good faith, to such Barclays Group Company and on such terms as Barclays may direct.

In respect of paragraph 6.8 (b) above, Barclays shall take into account your proximity to the applicable failure and your level of responsibility before any request for repayment is made. In respect of paragraphs (a) and (b) above, before any request for repayment is made, Barclays shall take into consideration whether you (i) have participated in, or were responsible for, conduct which resulted in significant losses to the Barclays Group or (ii) failed to meet appropriate standards of fitness and propriety.

For the avoidance of doubt, the whole or any part of the Relevant Variable Remuneration can be clawed back if Barclays makes its determination within seven years from the date that the Relevant Variable Remuneration was awarded to you even if an event falling within (a) or (b) above occurred prior to the date of award.

The determination of what constitutes "misbehaviour", "material error", "material failure of risk management", "significant losses" and "appropriate standards of fitness and propriety" shall be determined by Barclays acting in good faith.

You confirm that in the event Barclays makes a repayment determination, you shall repay the amount subject to that determination within the time period specified in the determination. You further confirm and provide authorisation for Barclays to deduct the appropriate repayment amount from your salary or any other amounts due to you, to the full extent permitted under local law, whether from Barclays or any other Barclays Group company.

You acknowledge that (in addition to its rights at clause 16 (Amendments to terms and conditions of employment) the terms of this clause 6.8 may be amended by Barclays to the extent deemed reasonably necessary in order to comply with law, regulations or guidance published by any regulatory authority or other relevant authority from time to time.

This clause shall apply in addition to the general right of repayment set out in clause 6.5 of the Employment Letter.

7. Statutory and Other Benefits

- 7.1 You will be eligible for various statutory benefits as mentioned in the Summary of Key terms and in accordance with the relevant laws.
- 7.2 The Company operates or may operate a benefits programme for its employees and your benefits are/will set out in full in the attached benefits brochure (except the statutory benefits mentioned above, these benefits do not form part of your contract of employment or have any contractual or other legal effect).
- 7.3 The Company has the right at its absolute discretion to amend or withdraw the benefits at any time and without any compensation or notice to you and / or replace any benefit with an alternative at its discretion.
- 7.4 Participation in any benefits scheme is subject to the rules of the relevant schemes, which may vary from time to time, and is subject to you satisfying any applicable requirements of the insurers or third party providers (where relevant). Your

participation may be excluded where, in Barclays opinion, cover can only be obtained on the basis that exceptional conditions or unusually high premiums are imposed or levied by the insurer or provider.

8. Annual Leave

- 8.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The dates of the annual leave year may be changed. You are obliged to take all your annual leave entitlement in the relevant year, unless a policy/Handbook applicable to you states otherwise, in which case leave may only be carried over subject to and in accordance with those terms and applicable law. Your annual leave dates must be agreed in advance with your line manager. You will be allowed to carry your unutilised privileged leaves over to the next annual leave year, subject to the limit and restrictions as may be defined in the company policy and subject to the applicable laws. There is no provision of encashment of unutilised leave (including in case of termination of employment), except where such encashment is mandated by law applicable at the place of your employment at the relevant time.
- 8.2 If your employment begins during an annual leave year, your annual leave entitlement (plus any Bank or Public Holidays which fall during this period), will be calculated pro rata. During the probationary period you may only take such annual leave as has accrued in your favour up until the time of taking such leave. Any unutilised leave at the time of cessation of employment shall lapse and any payment to be made in lieu of the unutilised leave shall be at the sole discretion of Barclays unless mandated by the applicable law. If you have taken more leave than your accrued entitlement, you shall be required to repay to the Company an amount equivalent to any holiday taken in excess of your pro rata holiday entitlement, and the Company is authorised to deduct the appropriate amount from your final salary instalment or any other sum owed by the Company to you at the Termination Date.
- 8.3 In accordance with regulatory guidelines and the Company's policies, the Company may require you to go on a mandatory block leave.

9. Intellectual Property

- 9.1 For the purposes of this paragraph:

"Intellectual Property Rights" means (i) copyright and related rights, patents, know-how, confidential information, database rights, Inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Invention" means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded in any medium; and

"Works" means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

- 9.2 You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your employment (whether conceived, or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You confirm that you will provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.
- 9.3 You confirm that you will only use the Works to perform your obligations under Employment Letter and that you will not make personal copies of any Works other than for the purposes of your employment with the Company.
- 9.4 It is understood that all Intellectual Property Rights created by you in the course of your employment shall be "work for hire". You acknowledge that you have, and will have at all times while you are employed by the Company, a special obligation to further the interests of the undertakings of the Company, and that all Works and Intellectual Property Rights in the Works will automatically, on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.
- 9.5 To the extent that the Works and Intellectual Property Rights do not vest in the Company or the Barclays Group automatically, you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights vest absolutely in the Company.
- 9.6 You confirm that you will immediately, upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and Intellectual Property Rights in the Works in the Company, to enable

the Company to enjoy the full benefit of the Intellectual Property Rights, and to enable the Company to enforce its Intellectual Property Rights against third parties or defend claims brought against the Company in relation to any Intellectual Property Rights.

- 9.7 By signing Employment Letter you accept and confirm to assign to the Company or a member of the Barclays Group (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You confirm that such assignment shall be perpetual, worldwide and royalty free. You also confirm that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and confirm that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.
- 9.8 You unconditionally and irrevocably waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is or may become due to you.
- 9.9 When this Employment Letter expires or terminates, for whatever reason, you will immediately deliver up to the Company all Works in your possession or under your control, and under no circumstances may any Works be retained by you except with the prior written consent of the Company.
- 9.10 Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Employment Letter will become due to you in respect of your compliance with this Section 9.

10. Confidentiality

- 10.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company and/or any other Barclays Group company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter, where the Company has given written consent or disclosure is required by law, where the information is already in or comes into the public domain (other than by your unauthorised disclosure).
- 10.2 During your employment or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information belongs to the Barclays Group and must be returned by you either at any time during the course of your employment on the request of the Company and immediately on termination of your employment.
- 10.3 For the purposes of this Employment Letter, "Confidential Information" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of the Barclays Group, or any of its customers, clients, suppliers or agents. This includes but is not limited to:
- (a) commercially sensitive information or trade secrets;
 - (b) corporate and marketing strategy, business development plans, sales reports and research results;
 - (c) business methods and processes, technical information and know-how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;
 - (d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;
 - (e) information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales and/or current or anticipated trade union/employee disputes;

(f) information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any current or former director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action;

(g) budgets, management accounts, trading statements and other financial reports;

(h) unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and

(i) any other information which any member of the Barclays Group or any of its employees or consultants has identified (orally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.

10.4 You shall not solicit business for the Company from any clients belonging to your previous employer/s in breach of your terms of employment with your previous employer. You shall not use any confidential information that came to your knowledge in the course of your previous employment/s while working with the Company. You undertake to indemnify the Company against any action that the Company may face on account of your actions in breach of your obligations to your previous employer/s.

11. Regulatory compliance and dealing codes

11.1 The nature of the Barclays Group's business is such that it is authorised and regulated by the appropriate Regulator.

11.2 It is your responsibility to know, understand and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the rules which apply to you, you must contact the Compliance team within your business area.

11.3 If you are a Regulator approved person (or any equivalent status with any other regulator) you must comply with the Regulator's Statement of Principles and Code of Practice for Approved Persons (or meet the applicable standards). Failure to meet these Principles / Standards and / or to comply with this Code of Practice (or other applicable standards) may result in investigation by the regulator, applicable regulator and/or the Company, and / or disciplinary action being taken against you by the Company which may result in the termination of your employment.

11.4 You confirm that you will be bound by and will comply with the Barclays Group Share Dealing Code and with any more stringent dealing rules applicable to you or the area of the business in which you work. In particular, you agree not to make any investment, directly or indirectly, in any company or business which is a customer or client of the Barclays Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.

11.5 Any incentives or compensation payable to you by any member of the Company or Group Company (under this Employment Letter or otherwise, including any guaranteed amounts and including, where applicable, the payment and settlement schedule and split of cash and Shares as set out in this Employment Letter) are subject to limitation or modification to the extent reasonably deemed necessary by the Company including in order to remain consistent with Barclays remuneration policy (as amended from time to time) or to comply with laws and regulations, including any regulations or guidance published by the Regulator from time to time.

12. Expenses

There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location for a meeting. Any expenses must be pre-approved and claimed promptly and will be reimbursed to you in line with our procedures, a copy of which can be found on your intranet.

The Company at its sole discretion may bear certain expenses on your training, learning and developmental needs, subject to your acceptance of the terms and obligations as would be mentioned in the agreement ("Training Agreement") that may be executed with you.

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, post completion of the said trainings/ programs/courses, as the case may be and/or to compensate the Company by paying an agreed sum as liquidated damages. Your specific obligations will form part of the Training Agreement to be executed with you. For the execution of the Training Agreement, you may be asked to get a surety to undertake your obligations under the terms of the Training Agreement.

Unless otherwise agreed in the Training Agreement, any breach of the terms of the said Training Agreement, will be considered as the breach of the terms of this Letter.

13. Attendance at work

- 13.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours or more on a given day, your normal working hours would additionally include up to a daily one hour break.
- 13.2 From time to time, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

14. Sickness Leave

- 14.1 If you are unable to work through ill health or injury you will be entitled to sick leave in accordance with the policy on Leave and Holidays, which can be found in the Company's Intranet. The Company reserves the right to only approve sick leave of more than two consecutive workdays if certified by a medical practitioner of the Company's choice, and you hereby confirm that you co-operate with such an examination and to authorise the full disclosure of any resulting report to Barclays.
- 14.2 The payment of salary and any allowances during periods of sickness will be subject to as prescribed under the applicable laws and you following the requirements regarding notification and certification of absence as set out in this Employment Letter, on your intranet and the Company being satisfied that you are unable to work due to illness or injury.

15. Other absences from work

Approval should be obtained in advance from your line manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your line manager as soon as possible. Absence without approval and / or explanation will be dealt with under the disciplinary procedure which could result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

16. Amendments to terms and conditions of employment

- 16.1 The Company reserves the right to review, revise, amend, replace or withdraw the contents of these Terms and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in legislation or regulation from time to time.
- 16.2 For the avoidance of doubt, where the Company retains a discretion under these Terms (including but not limited to the discretion to make incentive award(s) to you, any matters considered in the decision whether to make such an award and the value, form, conditions and timing of delivery of any such award(s)) such discretion cannot be limited or fettered in any way other than by consent between you and the Company which is documented formally in writing on the Company's headed paper by an authorised member of the Human Resources Department.

17. Allocation of duties and transfer within the Barclays Group

You confirm that the Company will be entitled at any time and with [prior notice (where required by applicable law) to: (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or (ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of the Barclays Group as it will in its absolute discretion determine; and/or (iii) second you on a temporary or permanent basis to work for any company in the Barclays Group or to a third party and/or (iv) transfer your employment and its rights and obligations to another company in the Barclays Group.

18. Leaving Barclays

18.1 Subject to paragraph 2 of these Detailed Terms and Conditions the Company and you may each terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms. In addition:

(a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during any probationary period that may apply to you as set out in your Summary of Key Terms;

(b) your employment shall be conditional on your ability to start work on the agreed Start Date. If you are unable to do so, you will have no entitlement to receive any payment or other benefit whatsoever from the Company or the Barclays Group;

(c) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time which may include failure to comply with any policies and/or procedures including those referred to in the Detailed Terms and Conditions, lack of competence, serious breach of the Terms including improper or unethical behaviour;

(d) Your contractual and normal retirement age is 60 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve written notice; and

(e) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you:

- i. are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or
- ii. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring any member of the Barclays Group or yourself into disrepute or may damage the business or affairs of the Barclays Group; or
- iii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Employment Letter (or otherwise fail or refuse to carry out the duties assigned to you); or
- iv. have breached or otherwise failed the Barclays Group sanctions screening policy or process; or
- v. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or
- vi. materially breach the rules of the Regulator; or
- vii. breach any Barclays Group rules on anti-bribery or anti-corruption;
- viii. don't obtain or maintain the accreditation(s) or qualifications that you are required to have (in the Company's opinion, or according to relevant regulators or professional bodies) to be able to work in your job profile
- ix. be repeatedly absent without leave or absent without leave for a period exceeding 14 days.

This sub paragraph is not exhaustive and does not restrict any other right which the Company may have (whether at common law or otherwise) to terminate your employment summarily.

18.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in lieu of notice period. In respect of the Damages, the Company reserves the right to set-off against/ write off as amount payable/ withhold from the salary and/or any allowances. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

18.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

18.4 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:

- (a) immediately return to the Company all vehicles, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (security pass, business cards, etc) relating to the business of or belonging to the Barclays Group, together with all copies of any such documents that you have in your possession or under your control;
- (b) irretrievably delete any information relating to the business of the Company or the Barclays Group stored on any computer or storage device and all information derived from the same in your possession or control and held outside of any Barclays Group premises;
- (c) resign with immediate effect from any offices or appointments you hold within or connected to the Barclays Group; and
- (d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.

19. Payment in lieu of notice

- 19.1 The Company reserves the right in its sole and absolute discretion to terminate your employment and your terms with immediate effect (whether or not notice has been given by either party) by giving notice in writing to you of its intention to make a payment in lieu of notice and, if it does so, the Company shall make you a payment in lieu of notice, equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion (the "Payment in Lieu"). Where the Company elects to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date specified by the Company, regardless of when the Payment in Lieu is paid
- 19.2 Any Payment in Lieu will be paid less tax and any applicable withholdings. You will not be entitled to receive any payment in respect of holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.
- 19.3 Any Payment in Lieu may be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu may at the Company's discretion be paid as a lump sum within one month of the Termination Date or in equal monthly instalments from the date on which notice is served until what would have been the end of the Notice Period provided always that if after exercising its discretion to make a Payment in Lieu the Company becomes aware of any grounds that would permit it to summarily terminate your employment any payments due under this clause 19.3 will cease to be payable and the net value of any Payment in Lieu that has been received by you shall be repaid as a debt to the Company within 30 days of the Company notifying you of this repayment obligation.

20. Garden leave and suspension

- 20.1 The Company may suspend you at any time from the performance of all or any of your duties:
- (a) for the whole or any part of any applicable Notice Period; or
 - (b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to an investigation by a regulatory authority or an investigation under the Company's disciplinary procedure).
- 20.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of the Barclays Group (other than as a customer) and may require you to:
- (a) not speak to, contact or otherwise communicate with or engage with any director, consultant, agent, contractor or employee of any member of the Barclays Group other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of the Barclays Group unless they are members of your immediate family;
 - (b) at any time to carry out such special projects or duties commensurate with your abilities as the Company shall in its absolute discretion determine;
 - (c) meet with representatives from the Company in order to facilitate a handover of work and provide assistance with ongoing business activity; and
 - (d) take any holiday which you have accrued.
- 20.3 During any period of suspension:
- (a) your employment with the Company and this Employment Letter will continue and you will continue to be bound by your obligations under it (except as expressly set out in this paragraph) including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company; and
 - (b) you shall continue to receive your basic salary and all contractual benefits in the usual way.

21. Post termination restrictions

- 21.1 You confirm to the Company (for itself and as trustee and agent for each member of the Barclays Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, firm, company or other entity:

(a) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date approach, solicit or deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company or the Barclays Group and with whom you had material dealings in the course of your employment with the Company or in respect of whom you were aware of material and confidential information, in both cases within the 12 month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the business of the Barclays Group; and

(b) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date solicit or entice away or attempt to solicit or entice away or employ or engage any director, officer or employee of executive status in the Barclays Group with whom you had material dealings within the 12 months period immediately prior to the Termination Date. For the purposes of this paragraph "employee of executive status" will include without limitation any employee of the Barclays Group with a corporate grading Managing Director, Director, Vice President (or equivalent grades, or anything which replaces these grades) and any employees of the Barclays Group with a lower corporate grading where in the 12 months prior to the Termination Date, you have had line manager responsibilities in relation to that employee or they have had line manager responsibilities or have been engaged in work or projects which in the Company's reasonable opinion are key to its business and / or mean that they are in possession of material and confidential information relating to the Barclays Group.

21.2 Each of the restrictions contained in this paragraph are considered by the parties to be reasonable in all the circumstances as at the date of this Employment Letter. However, the parties acknowledge that if any one or more of such restrictions will be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Barclays Group, but would be enforceable if words were deleted or one or more of the duration, range of activities and area covered were reduced in scope, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Letter and it is confirmed that each restriction in this paragraph will be construed as separate and individual restrictions.

21.3 You confirm that if, during either your employment with the Company or the period of the restrictions set out in this paragraph you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offeror as soon as reasonably practicable after receiving the offer.

22. Further terms

22.1 No omission to exercise or delay in exercising any right, power or remedy of the Company under this Employment Letter will constitute a waiver of that right, power or remedy.

22.2 During your employment:

(a) the Company may at its discretion require that you undergo screening, including for criminal record, sanctions list and/or credit reference checks from time to time. It is anticipated that any such screening would only be undertaken if required for regulatory purposes or in order to comply with the minimum standards for the role you are undertaking; and

(b) you should advise the Company should any of the circumstances as set out in paragraph 18.1(e) of this Employment Letter arise or be brought against you.

22.3 You acknowledge that in entering into these Terms you have not relied on any representation or undertaking by the Company whether oral or in writing, except as expressly incorporated into this Employment Letter.

22.4 You consent to the Company monitoring your use of all Company resources and its communication and electronic equipment (including without limitation the telephone, internet, blackberry, software applications and email systems) and information stored on the Company's computer equipment, as described in your local acceptable use policy in accordance with the Barclays Group procedure and / or guidance on electronic communications. A copy of the policy that applies to you can be found on your intranet.

22.5 You understand that you may, during your employment, be granted awards under the terms of one or more of the Company's long term incentive plans or any incentive or bonus plan operated by the Barclays Group. If, on termination of your employment, you lose any of the rights or benefits under any such plans you will not be entitled, by way of compensation for loss of office or otherwise, to any compensation for the loss of any rights under any such plans.

22.6 If your employment is terminated at any time by reason of any reconstruction or amalgamation of the Company or any Barclays Group company, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are

no less favourable to any material extent than the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

23. Certifications

23.1 You confirm and certify that:

- (a) you are not precluded or restricted by any term of any agreement, undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;
- (b) you will notify the Company of any change in circumstances around the termination of your employment with your previous employer between the date of this Employment Letter and the Start Date;
- (c) you are not currently, and have never been, the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on-going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);
- (d) you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti-competitive behaviour; and
- (e) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.

23.2 Any breach of these certifications will entitle Barclays to immediately terminate your employment.

24. Governing law

Your Terms are governed in accordance with the laws of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management in relation to any legal action or proceedings that arise out of or in connection with this Employment Letter.

25. Key policies, procedures and practices

- 25.1 During your employment with the Company (and where applicable after your employment has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations, including (but not limited to) Barclays Group policies and procedures on, and any other obligations relating to, anti-bribery and corruption. Failure to do so may result in disciplinary action being taken against you.
- 25.2 You should familiarise yourself with all policies and procedures that apply to your grade and business area as set out on your intranet. The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important (although this is not intended as a comprehensive list):

- Any applicable Employee Handbook
- Anti Bribery and Corruption
- Regulator's Business Principles
- Disclosure obligations
- Data protection, confidential information and Chinese walls
- Equality and Diversity
- Managing people, including on various types of leave and our disciplinary and grievance policies
- Bullying, Harassment and Discrimination policy
- Prevention of Sexual Harassment at the Workplace
- Dress at Work
- Electronic and other forms of communication
- Personal account and share dealing
- Conflicts of interest and outside business interests and affiliations
- Market conduct
- Gifts and Entertainment
- Health and Safety

- Whistleblowing or Raising Concerns
- Substance Abuse

25.3 Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.

25.4 The disciplinary and grievance rules and procedures which are applicable to your employment are set out on your intranet. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing to your line manager or HR contact in accordance with the Company's disciplinary procedure. If you wish to raise a grievance please apply in writing to your line manager or HR contact in accordance with the Company's grievance procedure.

APPENDIX 1

Definitions and interpretation

In the Detailed Terms and Conditions, the following terms have the following meanings:

"Barclays" means Barclays PLC.

"Barclays Group" means Barclays, the Company, and any company which is from time to time:

- (a) a holding company (as defined by Section 1159 of the Companies Act 2006) of Barclays
- (b) a subsidiary (as defined by Section 1159 of the Companies Act 2006) of Barclays or of its holding company;
- (c) a company over which Barclays has control within the meaning of Section 1124 of the Corporation Tax Act 2010; or
- (d) a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of Barclays;

and **"Barclays Group company"** will be interpreted accordingly.

"Company" means your employing entity within the Barclays Group.

"Damages" shall mean loss and damage suffered by the Company on account of unauthorized termination of the Employment Letter in breach of the provisions mentioned herein.

"FCA" means the UK's Financial Conduct Authority, or any successor or applicable regulatory authority.

"Notice Period" means the notice period as set out in your Summary of Key Terms.

"PRA" means UK's Prudential Regulation Authority, or any successor or applicable regulatory authority.

"Regulator" means the FCA and / or the PRA, and/or RBI and/or SEBI as may be applicable, or any successor or applicable regulatory authority.

"Risk and/or Compliance requirements" means a control or regulatory issue of business unit significance that is identified by the Company in its absolute discretion.

"RBI" means the Reserve Bank of India or any successor or applicable regulatory authority.

"SEBI" means the Securities Exchange Board of India or any successor or applicable regulatory authority.

"Share" means an ordinary share in Barclays PLC.

"Start Date" means the start date as set out in your Summary of Key Terms.

"Termination Date" means the date on which your employment terminates.

Some capitalised terms in the Detailed Terms and Conditions are as defined in your Summary of Key Terms and any applicable Schedules unless stated otherwise. References to any statute or legislation will include any modification, re-enactment or extension of that legislation.

Ingram Micro India SSC Private Limited
CIN: U51101MH12012PTC237694

Tel: +91-22-39894645
Fax: +91-22-30561000

Registered Office:
Unit No. 202, Second Floor, Aknati Corporate Park, LBS Marg,
Next to GE Gardens, Kanjur Marg (West), Mumbai 400078

Date:

To,
Mr. Bibin Biju Chacko
Mumbai

Sub: Letter of Engagement

Dear

We are pleased to inform you that based on the technical evaluation and panel interviews, you have been selected for the position of "Trainee Software Developer" at Ingram Micro. The Compensation details is set out in **Annexure A**. This is subject to normal applicable standard deductions as per Company's policies.

You would be under probation for **1 year** following the commencement of employment. Your confirmation at the end of the probation period is subject to successful completion of your performance review.

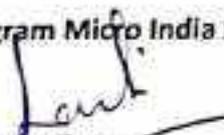
Please note that the company believes in 'Re-engineering' as a continuous process, and therefore, designations, responsibilities and location are subject to modifications in line with the business objectives.

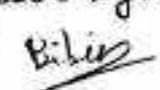
A detailed offer letter will be provided on completion of required documentations prior to your date of joining.

Please sign a copy of this letter as your acceptance and return the same to us.

We look forward to welcome you at INGRAM MICRO!

For Ingram Micro India SSC Pvt. Ltd.


Lakshmi Vellore
HR Lead

Date: *09-09-2022*
Name: *Bibin Biju Chacko*
Signature: 

Ingram Micro India SSC Private Limited
CIN: U51101MH2012PTC237694

Tel+ 91-22-39894645
Fax +91-22-30561000

Registered Office:
Unit No. 202, Second Floor, Akruti Corporate Park, LBS Marg,
Next to GE Gardens, Kanjur Marg (West), Mumbai 400078

ANNEXURE 'A'		
Components	Monthly Compensation	Annual Compensation
Basic	23062	276744
HRA	11531	138372
Personal Pay	6919	83028
LTA	4612	55344
Fixed Compensation (A)**	46124	553488
Employer Provident Fund Contribution	2767	33204
Gratuity*	1109	13308
Total Retirals (C)	3876	46512
Total Compensation (TAC)	50000	600000
Cost to Company (CTC) - (A+B+C)		

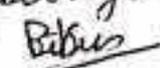
Bills/Supporting to be produced to avail tax exemption, subject to IT rules

**Income Tax and P.T deductions as applicable

*Gratuity as per The Gratuity Act 1972

For Ingram Micro India SSC Pvt. Ltd.


Lakshmi Vellore
HR Lead

Date: 09-09-2022
Name: Bibin Biju Chacko
Signature: 

Private & Confidential

14 April 2023

Dillon Colaco

Dear Dillon,

We are pleased to offer you employment in the position of Associate Consultant with Oracle Financial Services Software Limited ("Oracle") Your base of operation is Mumbai, India. This offer of employment is made based on India laws.

We offer you a starting compensation as detailed below payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

You will also be eligible to participate in the variable Bonus Plan applicable to your role, line of business and region (the Delivery Discretionary Bonus Plan). At your career level, you may be eligible to earn variable bonus up to 10.00% per annum on your Annual Gross Pay (Base Salary) in accordance with the terms and conditions of the Delivery Discretionary Bonus Plan. This bonus is discretionary and is also subject to a number of factors, including your performance, the performance of the company and your line of business, and the funding of the bonus pool.

Components	Amount (INR) p.a
A. Basic salary	270,000.00
B. Flexible Benefit Plan (FBP) **	330,000.00
C. Annual Gross Pay AGP (A+B)	600,000.00
D. Company's contribution to PF	32,400.00
Total Gross (C+D)	632,400.00

In addition to the above you will be eligible for Gratuity benefit in accordance with the statutory provisions governing payment of Gratuity which may be applicable at the time.

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of **INR 361,363.35** toward relocation costs under the JAPAC and India Relocation Program. Please note that this

amount includes your relocation budget as well as estimated service or tax fees that may apply. The relocation policy is structured to provide flexibility based on your personal needs. You will be able to allocate your available funds toward relocation services up the maximum budget amount and within the parameters of the Relocation Policy.

Oracle has partnered with SIRVA for relocation in Japan, APAC and India. Your manager will initiate your relocation with SIRVA after an Oracle purchase order has been created and approved. You will be contacted by SIRVA within 24 hours of your relocation authorization. If you are not contacted by SIRVA within a few days, please contact your Oracle manager to ensure s/he has completed the necessary steps to authorize your relocation.

Do not take any steps to initiate your own relocation prior to speaking to SIRVA. Doing so may result in a refusal to reimburse associated costs. SIRVA will review the Oracle JAPAC and India Relocation Policy and processes with you and help you manage the relocation budget. Before receiving any relocation assistance you will be required to sign and return a Relocation Agreement (provided and collected by SIRVA).

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation. Your on-board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

The letter of offer is valid for two (2) weeks from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager Arun Amirtharaj Rajendran (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within two (2) weeks from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,
For and on behalf of **Oracle Financial Services Software Limited**



Venkatraman. H

Senior Director - Human Resources

OFFER LETTER ACCEPTANCE:

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits and Proprietary Information Agreement. Those documents can be accessed via the hyperlinks and must be read prior to acceptance of this offer. You will also be required to complete a Disclosure of Interest form.

I acknowledge that I have read and understood the terms of this offer letter. I understand that as a pre-condition of my employment by Oracle, I will also be required to review and accept

- An [Employment Agreement](#) which, together with this offer letter, will constitute my formal contract of employment; and
- A separate [Proprietary Information Agreement](#).

In addition to the terms and conditions stated in the above documents, there are other company policies and procedures which I agree to observe and follow during my employment with Oracle. These company policies and procedures may be varied from time to time at Oracle's discretion.



Letter of Intent (LOI)

Superset ID: 3272856

Date: November 25, 2022

Dear Shaun James Dbritto,

We are immensely glad to extend a hearty welcome to you to our Cognizant family.

This LOI refers to your application for employment with Cognizant Technology Solutions India Private Limited (" **Cognizant** ") and subsequent discussions. Basis the information and representation provided by you, we have found you suitable for the GenC role and your designation will be **Programmer Analyst Trainee**. Upon final scrutiny, a formal full-time employment Offer Letter with the compensation, terms and conditions, rules, regulations & policies (" **Employment Agreement** ") will be issued, and such Employment Agreement shall be subject to and be effective only upon your successful completion of the full-time internship program or Cognizant identified training programs as opted by you or mandated by Cognizant and background verification. You will have an opportunity to opt for a full-time internship with stipend during your final semester and terms and conditions governing such full-time internship program shall be detailed in the Intern Offer Letter.

It is hereby clarified that participation in this full-time internship program or Cognizant identified training programs shall not deem to constitute you to be an employee of Cognizant and the scope of this full-time internship program or Cognizant identified training programs does not include any supervisory responsibilities and that there is no agency, fiduciary or employer-employee relationship intended or created by reason of this LOI.

During this full-time internship program or Cognizant identified training programs, you shall not be entitled for any benefits paid or made available to Cognizant's full-time employees.

Upon your successfully completion of full-time internship program or Cognizant identified training programs, completion of background verification and being onboarded as an employee under a definitive Employment Agreement, your annual total remuneration shall be **INR 4,01,988/- per annum**. The detailed information on compensation and benefits will be provided in your full-time employment Offer Letter.

This LOI expresses only our intent to enable you participate in the full-time internship program or such Cognizant identified training programs as opted by you or as mandated by Cognizant, and there upon successful completion of the training which brings eligibility to receive a definitive Employment Agreement, subject to completion of hiring formalities, background verification and procedures. Cognizant has zero tolerance towards malpractice in any form and reserves all rights with respect to hiring decisions and issue of full-time Offer. This document is only a letter of intent and does not constitute any contractual relationship between you and Cognizant. Cognizant holds all rights to withhold or cancel this LOI and/or the Intern / Full-time employment Offer Letter due to non-conformance of performance benchmark or moral code of conduct.

Code of Conduct : You shall comply with Cognizants Core Values and Standards of Business Conduct, located at and incorporated herein by reference. <https://www.cognizant.com/us/en/documents/code-of-ethics.pdf>

This LOI from Cognizant is valid for 1 week - 7 calendar days, from the date of the LOI. Hence, you are requested to accept or decline the LOI within 1 week from the date of the LOI. In case we do not receive any response from your end within the aforementioned time period, this LOI shall stand withdrawn, and will be considered as void. Any extension to the LOI validity will be at the sole discretion of Cognizant. Please note that this LOI is not deemed to be considered as an employment contract or offer letter for purposes of joining Cognizant as an employee. For all onboarding formalities, the definitive Employment Agreement is required.

Upon accepting this LOI, you hereby consent for Cognizant Technology Solutions India Private Limited to receive the personal information and/or sensitive personal information ("Personal Information") submitted by you for background verification and share the same with its empaneled vendors located in India for conducting mandatory background checks for employment opportunities with Cognizant.

For further queries, related to Letter of Intent (LOI), please raise a request by clicking "Raise a Query" button in the below link. Use Superset ID as Candidate ID and choose Category as Letter of Intent (LOI).
<https://campus2cognizant.cognizant.com/Pages/Prelogin>

GenC HR Team will reach out to you over email to guide you on the next steps.
Thank you for the interest and stay tuned to hear from us.

Yours sincerely,

For Cognizant Technology Solutions India Pvt. Ltd.

Maya Sreekumar
Vice President - Human Resources



JPMORGAN CHASE & Co.

Message from Jamie Dimon, Chairman and CEO

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

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

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

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

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

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

A handwritten signature in black ink, appearing to read "Jamie", with a large, stylized initial "J" to the left.



06-Apr-2023

Yash Deshmukh
B/12, Sagar Kiran, ONGC colony
Navghar Road, Bhayandar East
-401105
MUMBAI
Maharashtra
INDIA

Dear Yash Deshmukh,

Your Employment by J.P. Morgan

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

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

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

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

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 08-Apr-2023.

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

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

APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

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

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

A2. Employment Commencement Date

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

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

A3. Working Hours / Place of Work

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

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

A4. Remuneration

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

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

Special Cash Award

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

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.

Relocation Lump Sum

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

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

A5. Probationary Period

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

A6. Leave Entitlement

A6.1 Annual Leave

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

A6.2 Other Leave

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

A7. Benefits

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

A8. Retirement Scheme

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

A9. Notice Period

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

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

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.

APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

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

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

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

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

B2. Remuneration

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

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

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any

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

B3. Incentive Compensation

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

B4. Termination

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

- iii) disobey the Company's lawful and reasonable instructions/requirements;
 - iv) habitually neglect your duties; or
 - v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.
- B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:
- (a) suspend you from the performance of any duties or assign you alternative duties;
 - (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
 - (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
 - (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
 - (e) remove your access to the Company premises and computer systems;
 - (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
 - (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.
- B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.
- B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.
- B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.
- B4.6 During any Notice Period:
- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
 - b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.
 - c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave

B5.1 Annual Leave

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

B5.2 Sick Leave

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

B5.3 Suspension Leave

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

B6. Confidentiality

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

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

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

B7. Return of Company Property

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

B8. Post Employment Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.
- B8.4 In this paragraph B8:
- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
 - b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
 - c) "Restricted Client" means any person:
 - i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.
 - d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

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

B9. Code of Conduct and Staff Regulations and Affirmation

- B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:
- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

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

B11. Retirement Benefits

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

B12. Miscellaneous

- B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.
- B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.
- B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation

payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

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

B13. Contract Execution

B13.1 You acknowledge and agree that:

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

B14. Governing Law and Jurisdiction

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

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

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

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

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

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

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

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

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

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

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

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

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

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

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

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts

2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

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

Global Personal Trading Policy:

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

Conflict of Interests and Outside Interests:

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

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

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

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

Acceptance and Code Affirmation:

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

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating

compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

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

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

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

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

APPENDIX D – SPECIFIC CONSENTS

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

Annexure – 1

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

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

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

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship

which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195awa of the Copyright Act, 1968 (Cwlth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

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

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

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

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

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

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

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use

thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

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

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

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

Annexure- 2

Consent for Use, Transfer and Verification of Personal Data

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

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

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

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;
- (vi) Biometric information;
- (vii) any detail relating to the above clauses as provided to the Company in relation to your

employment or contractual relationship with the Company; and

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

Company or provide employment related benefits.

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

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

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

JPMORGAN CHASE & Co.

Message from Jamie Dimon, Chairman and CEO

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

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

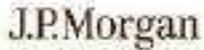
During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can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

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

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

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

A handwritten signature in black ink, appearing to read "Jamie", with a large, stylized initial "J" to the left.



24-Mar-2023

Colin Dsouza
1103 Agarwal Inifinity Heights
Orlem, Marve Road, Malad Wests
-400064
MUMBAI SUBURBAN
Maharashtra
INDIA

Dear Colin Dsouza,

Your Employment by J.P. Morgan

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

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

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

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

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 28-Mar-2023.

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

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

APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

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

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

A2. Employment Commencement Date

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

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

A3. Working Hours / Place of Work

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

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

A4. Remuneration

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

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

Special Cash Award

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

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.

Relocation Lump Sum

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

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

A5. Probationary Period

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

A6. Leave Entitlement

A6.1 Annual Leave

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

A6.2 Other Leave

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

A7. Benefits

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

A8. Retirement Scheme

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

A9. Notice Period

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

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

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.

APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

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

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

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

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

B2. Remuneration

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

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

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any

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

B3. Incentive Compensation

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

B4. Termination

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

- iii) disobey the Company's lawful and reasonable instructions/requirements;
 - iv) habitually neglect your duties; or
 - v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.
- B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:
- (a) suspend you from the performance of any duties or assign you alternative duties;
 - (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
 - (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
 - (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
 - (e) remove your access to the Company premises and computer systems;
 - (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
 - (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.
- B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.
- B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.
- B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.
- B4.6 During any Notice Period:
- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
 - b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.
 - c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave

B5.1 Annual Leave

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

B5.2 Sick Leave

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

B5.3 Suspension Leave

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

B6. Confidentiality

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

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

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

B7. Return of Company Property

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

B8. Post Employment Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.
- B8.4 In this paragraph B8:
- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
 - b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
 - c) "Restricted Client" means any person:
 - i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.
 - d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

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

B9. Code of Conduct and Staff Regulations and Affirmation

- B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:
- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

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

B11. Retirement Benefits

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

B12. Miscellaneous

- B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.
- B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.
- B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation

payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

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

B13. Contract Execution

B13.1 You acknowledge and agree that:

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

B14. Governing Law and Jurisdiction

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

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

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

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

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

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

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

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

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

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

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

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

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

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

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

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts

2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

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

Global Personal Trading Policy:

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

Conflict of Interests and Outside Interests:

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

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

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

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

Acceptance and Code Affirmation:

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

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating

compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

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

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

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

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

APPENDIX D – SPECIFIC CONSENTS

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

Annexure – 1

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

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

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

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship

which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195awa of the Copyright Act, 1968 (Cwlth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

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

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

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

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

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

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

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use

thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

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

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

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

Annexure- 2

Consent for Use, Transfer and Verification of Personal Data

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

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

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

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;
- (vi) Biometric information;
- (vii) any detail relating to the above clauses as provided to the Company in relation to your

employment or contractual relationship with the Company; and

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

Company or provide employment related benefits.

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

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

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

July 29, 2022

Ms. Jesica Johny

Email id: jesicadsouzal@gmail.com

Sub: Letter of Intent - Quantiphi Analytics Solutions Private Limited ('Company')

Dear Jesica Johny,

We are pleased to offer you the position of **Intern - Business Analyst** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company").

Your salary during the course of full-time employment will be INR **8,50,000/-** annually on a cost to company basis.

Fixed Component	QCDP Reward	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

As a part of your onboarding process, you will undergo a four-month internship ('Virtuverse') with us and thereby leading to confirmation as a full-time employee based on your performance.

'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc.

During the period of internship, you will be paid a fixed amount of INR 23,000/- per month as stipend and all other allowances/benefits will be shared with you by February 2023.

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company.

The Letter of Intent needs to be accepted within 48 hours, else it will be considered as null and void.



Authorized Signatory
Mohini Palchowdhury
(Head - Human Resources)

Agreed and Accepted
Jesica Johny

OFFER LETTER

14th October 2022

Ms. Betsy Edakkalathur

Dear Betsy,

Subsequent to your interview with us, we are pleased to offer you a position of **Trainee Software Developer** in the company. Your joining date with us will be on or before **3rd July 2023**. Your initial place of posting will be at our development centre at **Powai Mumbai**.

The other terms and conditions of your offer will be as per Annexure I and II.

With Regards

Yours sincerely

For C2L BIZ Solutions Private Limited

LALAN
BHAVESH
LILADHAR

Digitally signed by
LALAN BHAVESH
LILADHAR
Date: 2022.10.14
18:38:27 +05'30'

Bhavesh Lalan
Director

Encl: As stated above

C2L BIZ Solutions Pvt. Ltd.

Corporate Office :
Unit No. 119, 15th Floor, 'B' Wing, Solaris-1,
Saki Vihar Road, Andheri (East), Mumbai 400 072. India
+91 22 4263 0400 (0)

Registration No.
U72900MH2007PTC175935

www.c2lbiz.com

Registered Office :
Unit No. 505, 5th Floor, ATL Corporate Park,
Saki Vihar Road, Opp. L&T Gate No. 7,
Andheri (East), Mumbai - 400 072.

Ms. Betsy Edakkalathur

Salary Break-up

details

Salary Component	Amount (monthly in Rs)	Amount (annual monthly in Rs)
Basic	10,450	1,25,400
HRA	5,225	62,700
Special allowance	8,360	1,00,320
Conveyance	1,600	19,200
Medical allowance	1,250	15,000
Child Education allowance	200	2,400
Gross Total	27,085	3,25,020
Other Benefits (Annual)		
*Provident Fund (company contribution)		21,600
Health Insurance Premium		7,500
Gratuity		6,029
CTC Total (Annual)		3,60,149

* Provident Fund will be deducted as Rs.1800/- per month from your monthly gross. An equal amount will be contributed by the organization towards the PF.

** This offer is conditional upon you completing your BE degree and securing a first class.

Other Deductions:

- Income Tax deductions as per applicable.
- Professional Tax @ Rs 200/- per month

LALAN
BHAVESH
LILADHAR

Digitally signed by LALAN
BHAVESH LILADHAR
Date: 2022.10.14 18:38:42
+05'30'

Bhavesh Lalan

Director



Date: November 10, 2022

Ref: LTI/HR/EN9/Campus/2023

Name: Alisha Thomas Fernandes

College: Fr. C. Rodrigues College of Engineering, Bandra

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Alisha Thomas Fernandes,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on being selected as a **Graduate Engineer Trainee**. This offer is on the following terms and conditions, subject to fulfilling the eligibility criteria (Refer '**Annexure 1**') and a successful background check.

1. During the training period (includes classroom and on the job training) of 3 months, your Stipend including all benefits will be **Rs. 25000 pm**.
2. All payments made to you would be subject to deduction of applicable taxes at source (TDS).Your remuneration is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever, except with the prior consent of the Company.
3. You will also be issued a detailed Letter of Appointment as Graduate Engineer Trainee subject to you meeting the eligibility criteria as mentioned in '**Annexure-1**'. Your appointment is in accordance with the Apprentices Act, 1961.
4. **Documents** - Your offer is subject to you submitting all the mandatory documents at the time of joining. (Refer '**Annexure-2**')
5. **Background Verification** - As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your educational / professional credentials and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, this offer shall stand withdrawn, apart from other legal action being initiated against you.
6. If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this **Graduate Engineer Trainee Offer Letter** on the **CampBuzz Portal** (<https://campbuzz.ltinfotech.com>) and register your credentials therein within seven (7) days from the date of this letter.

If you do not register your credentials within the above period on the Company portal and accept the offer on the portal within (7) days, the aforesaid offer automatically stands cancelled.

Post registration on the above portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.

7. You are required to register yourself as an apprentice on the apprenticeship portal <http://www.mhrdnats.gov.in> within [7] days from the date of this offer or once your final semester is completed as applicable.



8. You may be confirmed in 3 months from the effective start date of your employment with the Company. During this period, a prior notice of 7 days shall be applicable, in case of voluntary resignation by the employee. Your employment with LTI will be terminated without any notice or stipend or compensation in lieu of notice in the below circumstances, which you agree are reasonable and acceptable:
 - Failing to meet the qualification criteria during the Training Program assessments
 - Unauthorized absence during the Training Program
 - Integrity and other disciplinary expectations
9. All Annexures appended herewith shall form an integral part of this letter.
10. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.
11. The terms and conditions mentioned above are subject to change at any time at sole discretion of the Company and as per business demands without prior notice.
12. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.
13. Post successful completion of 3 months and subject to joining the Company, your annual CTC including all benefits will be as per the details mentioned in '**Annexure-3**'.
14. As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining the Company. You are therefore requested to complete the Company training which will be communicated to you separately. Company has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings are critical and the outcomes would have a direct impact on your onboarding.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For LTI Ltd.

Thiagu Dharmalingam
Senior Manager -Talent Acquisition

I have read the letter and accept the same.

Signature and Date

ANNEXURE-1

Eligibility Criteria for Engineering - Year 2023 Batch		
Qualification:	B.E./B.Tech.	M.E./M.Tech/MCA/M.SC
Branches:	All Branches	M.E./M.Tech(All branches) MCA, M.Sc (five-year integrated CS/IT)
Age Criteria: As on 1st July of Passing year (2023)	Less than 24 years	Less than 26 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma which should not be more than 2 years. No Year drop allowed.	
SSC, HSC Percentages/CGPA:	60% & Above OR Equivalent CGPA	
	NOTE: <ul style="list-style-type: none"> SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only. For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration. 	
Diploma/Graduation Percentage/CGPA :	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA	
	<ul style="list-style-type: none"> For the interview process, an aggregate of 60% & above <u>till the results of the last conducted examination</u> will be considered Aggregate of 60% & above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule) Conversion from CGPA into Percentage must be calculated as per your respective University norms Provisional/Passing Certificate must state First Class 	
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation, Post Graduation)	<ul style="list-style-type: none"> No active/live backlogs allowed at the time of the interview process All backlogs (if any) must be cleared <u>with the final semester exams</u> All final semester subjects <u>must be attempted and cleared in the First Attempt</u> (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course) Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear. 	
Nature of Course:	All Full Time courses Only	
Year of Passing:	(2023) SUMMER Pass outs Only	
Citizenship:	Resident Indian Citizens Only	
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY	
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence	
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at the time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS	
Training phase:	The period of training (classroom/virtual) and the subsequent technology & communication tracks assigned for training are purely subjected to the business requirements. Non-performance during technical & communication trainings/on the job phase is subjected to separation from the organization	
Flexibility:	Should be flexible to work in any technology/work-shift/domain and work from any development center/partner premise/customer location as per business needs	
Cooling Period:	Should NOT have appeared for any LTI interview process anywhere in the past 6 months from the date of my interview process.(If found so, LTI may take immediate action and cancel the candidature at ANY stage)	
Eligibility for Maternity Leave:	As per the Maternity Benefit Act, 1961, employee would be entitled for maternity leave if she has worked for a minimum of 80 days in the organization in the twelve months immediately preceding the date of her expected date of delivery	



Self-Declaration:

1. You should meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. LTI may take immediate action at any time during or after the Interview/Selection/Joining if found hiding any information/involved in any sort of malpractices/producing incorrect information or not meeting all the criteria mentioned above.
3. This recruitment process is completely free of cost.

Candidate Signature: _____

Name: _____

Institute Name: _____

Mobile No: _____



ANNEXURE-2

Please bring along with you the following documents in original and one copy of the same.

- A. Duly acknowledged copy of the Graduate Engineer Trainee Offer Letter.
- B. Non-Disclosure Agreement.
- C. Two copies of your recent passport size photograph with white background.

Attested copies of the following are required:

- 1. Proof of age.
- 2. SSC/HSC or equivalent examination mark sheets.
- 3. Diploma / Degree mark sheets for all the Semesters/Years.
- 4. Passport first & last page.
- 5. Four wheeler Driving License.
- 6. Pan card.
- 7. Aadhar card.

You are requested to note that our offer is subject to submitting the above documents.

ANNEXURE-3

Name : Alisha Thomas Fernandes Date : November 10, 2022

Salary Grade : P1

Components	INR. (p.a.)	INR. (p.m.)
Basic	180000	15000
Bouquet of Benefits	162180	13515
Bonus	21000	1750
Base Salary (p.a.)	363180	30265
Annual Incentive	0	
Total Variable (p.a.)	0	
TTC(p.a.)	363180	
PF	21600	1800
Gratuity	8658	722
Mediclaime Premium(p.a)	12929	1077
Retirals & Other Benefits(p.a)	43187	3598
Cost to Company (CTC)	406367	33863

Medical Insurance Premium:

The Group Mediclaime Policy of Company covers Employee, Spouse & upto 3 dependent children (below 25 yrs of age). Coverage limits are as per company policy.

You would also be eligible to be covered under the Voluntary Group Term Life and Group Accident Insurance policy as per the company policy.

Notes:

- 1)Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2)Bouquet of Benefits* /Flexi Pay consists of Flexi-components which may include HRA,Conveyance,LTA,MealAllowance and Adhoc allowance.
- 3) H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 4)The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
- 5) Gratuity payment shall be as per "Payment of Gratuity Act, 1972".
- 6)Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.



Offer: Computer Consultancy
Ref: TCSL/CT20223907006/Mumbai
Date: 29/07/2022

Mr. Dan Fernandes
Flat No. 406, Bindra Classic, 5th Floor, B- Wing, Sherepunjab, Andheri East Mahakali Caves Road,
Sakhalkar Maternity,
Mumbai-400093,
Maharashtra.
Tel# 91-9819248368

Dear Dan Fernandes,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential
TCSL/CT20223907006

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

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

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto ₹60,000 over and above your CTC during the first year. The Learning Incentive pay outs made as per your eligibility are recoverable, if you cease to be employed with TCSL, within 12 months of joining TCSL.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

TCS Confidential

TCSL/CT20223907006

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No.2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

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

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.



12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

This contract of traineeship in TCS and subsequent employment post successful completion of your traineeship is terminable by you by giving 90 days notice in writing. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily serve the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion in the interest of business.

i. This contract of traineeship and subsequent employment post successful completion of your traineeship may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

ii. Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by TCS at its sole discretion having regard to the responsibilities shouldered by you while being in the employment of TCS and business continuity.



16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

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- address affidavits etc.)
- Passport / Acknowledgement letter of passport application
 - Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
 - 4 passport sized photographs
 - Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
 - An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
 - If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.



22. Letter of Appointment

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

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.



(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Dan Fernandes
Designation	Assistant System Engineer-Trainee
Institute Name	Fr. Conscience Rodrigues College Of Engg, Bandra

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

<p>Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot R 41, Gandhinagar - 382007</p>	<p>Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka</p>
<p>BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue- Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024</p>	<p>Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119</p>
<p>DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana</p>	<p>DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP</p>
<p>Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFI House,G.S. Road, Dispur,Guwahati - 781006,Assam</p>	<p>Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad</p>
<p>INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh</p>	<p>KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - 11F/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords</p>
<p>KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042</p>	<p>MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokhron Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606</p>
<p>NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,</p>	<p>PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra</p>
<p>Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India</p>	



Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

JPMORGAN CHASE & Co.

Message from Jamie Dimon, Chairman and CEO

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

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

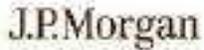
During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can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

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

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

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

A handwritten signature in black ink, appearing to read "Jamie", with a large, stylized initial "J" to the left.



06-Apr-2023

Lizel Fernandes
52-B, Dujohn, Mardes, Fernat ali
Nirmal Road, Nallasopara (W)
-401304
MUMBAI SUBURBAN
Maharashtra
INDIA

Dear Lizel Fernandes,

Your Employment by J.P. Morgan

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

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

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

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

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 08-Apr-2023.

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

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

APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

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

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

A2. Employment Commencement Date

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

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

A3. Working Hours / Place of Work

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

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

A4. Remuneration

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

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

Special Cash Award

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

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.

Relocation Lump Sum

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

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

A5. Probationary Period

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

A6. Leave Entitlement

A6.1 Annual Leave

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

A6.2 Other Leave

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

A7. Benefits

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

A8. Retirement Scheme

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

A9. Notice Period

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

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

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.

APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

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

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

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

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

B2. Remuneration

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

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

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any

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

B3. Incentive Compensation

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

B4. Termination

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

- iii) disobey the Company's lawful and reasonable instructions/requirements;
 - iv) habitually neglect your duties; or
 - v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.
- B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:
- (a) suspend you from the performance of any duties or assign you alternative duties;
 - (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
 - (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
 - (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
 - (e) remove your access to the Company premises and computer systems;
 - (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
 - (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.
- B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.
- B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.
- B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.
- B4.6 During any Notice Period:
- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
 - b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.
 - c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave

B5.1 Annual Leave

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

B5.2 Sick Leave

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

B5.3 Suspension Leave

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

B6. Confidentiality

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

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

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

B7. Return of Company Property

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

B8. Post Employment Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.
- B8.4 In this paragraph B8:
- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
 - b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
 - c) "Restricted Client" means any person:
 - i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.
 - d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

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

B9. Code of Conduct and Staff Regulations and Affirmation

- B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:
- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

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

B11. Retirement Benefits

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

B12. Miscellaneous

- B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.
- B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.
- B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation

payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

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

B13. Contract Execution

B13.1 You acknowledge and agree that:

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

B14. Governing Law and Jurisdiction

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

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

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

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

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

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

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

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

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

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and preclear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts

2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict as interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating

compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

APPENDIX D – SPECIFIC CONSENTS

You are required to provide specific consents in accordance with the applicable laws, details of which are provided in Annexure 1 and 2 respectively. It is essential that you carefully read/understand and specifically agree to the same.

Annexure – 1

Please read the following statements carefully. The term "J.P. Morgan" as used in these statements, refers to and is defined as including, either jointly or individually, J.P. Morgan Chase & Co., and/or any of its subsidiaries and affiliates and related body corporates (as defined in the Corporations Act, 2001 (Cwlth)), and/or their respective officers, agents, or employees.

Verification: The information I have provided in this Statement of Information is accurate to the best of my knowledge and subject to verification. I understand that any untrue statement or misrepresentation of fact in any of these statements to any extent, at J.P. Morgan sole discretion, may be grounds for terminating my employment with J.P. Morgan with immediate effect in accordance with the terms and conditions set out in J. P. Morgan Offer Letter.

Security Procedures: At all times during the performance of services for J.P. Morgan, I shall abide by all applicable J.P. Morgan security standards, guidelines and procedures, including, where applicable, those set forth in J.P. Morgan Data Security Policies and Standards Manual and Technical Users: Security Policies and Standards Manual.

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship

which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195awa of the Copyright Act, 1968 (Cwlth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

Moral Rights: I consent to do all such acts and deeds and fully assign to J.P. Morgan any and all moral rights in respect of all Developments and works made or to be made by me in the course of my employment with J.P. Morgan. I agree and acknowledge that I may be required to submit my name, likeness, statements, voice, photographic image, videos and any other information or material ("Material") to J.P. Morgan from time to time in relation to my employment with to J.P. Morgan. I hereby understand, fully agree and freely consent to and I represent and warrant the following to and for the benefit of to J.P. Morgan:

I have full legal authority, including all necessary intellectual property rights, to submit this Material to J.P. Morgan on behalf of myself or anyone depicted in the Material. If this Material contains any name or likeness of an individual under the age of 18 years or an incapacitated adult, I represent and warrant that I have the full legal authority to submit this Material on their behalf.

If I have voluntarily agreed with/been engaged by J.P. Morgan to create any Material, I hereby expressly undertake to hand over all the Material to the designated representative of J.P. Morgan and irrevocably consent to the use, publication, retention and /or destruction of the same by J.P. Morgan. I hereby grant to J.P. Morgan all right, title and interest in and to the Material without royalties or other compensation and agree that J.P. Morgan alone has the exclusive right to create copies of the Material, prepare derivative works based on the Material, distribute copies of the Material and / or publicly display.

In the event I have created the Material, I confirm and agree that the Material is my own original work, is not copied, and does not contain any third-party materials and/or content that I do not have permission to use. I further warrant and represent that the Material is not obscene, defamatory or in breach of any applicable legislation or regulations.

I consent and grant permission to J.P. Morgan and any applicable media agencies acting on behalf of J.P. Morgan, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute and publish the Material or for any other information I provide in any media now or hereinafter developed for any purpose in which J.P. Morgan engages, including any promotion, advertisement or other conduct of trade, without royalties, payment or any other consideration. I irrevocably authorize J.P. Morgan to edit, alter, copy, exhibit, publish or distribute the Material for purposes of publicizing programs on the J.P. Morgan intranet or for any other lawful purpose in India and in any other country. I agree that the Material will not be returned to me. I waive the right to inspect or approve any finished product of the Material, including written or electronic copy, wherein my or that of any person's likeness appears.

I will not hold J.P. Morgan liable or responsible for the Material that are lost, delayed, misdirected or incomplete or cannot be delivered for any technical or other reason. J.P. Morgan shall not be liable for any loss or damage resulting from submission or publication of the Material.

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use

thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

This Agreement and Release is deemed to be made under and shall be construed according to the laws of India and subject to the exclusive jurisdiction of Mumbai Courts. J.P. Morgan – Pre Employment Screening

Confidentiality of Information: I agree that I shall hold on trust for J.P. Morgan Chase & Co, including its subsidiaries and affiliates (respectively or jointly) (JP Morgan) and shall not use, except for the purposes of the performance of my duties during my employment with J.P. Morgan, or disclose to any other party any Confidential Information (as such term is hereinafter defined) which may be disclosed to or created by me in connection with the course of my employment with J.P. Morgan. As used herein, the term "Confidential Information" means any information which relates to confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage medium including but not limited to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures, know-how, inventions, training methods or other information relating to the business and other operations of either J.P. Morgan, any affiliate of J.P. Morgan, or any client, customer or vendor of J.P. Morgan and all copies and reproductions thereof, whether or not owned or developed by J.P. Morgan, except such information which is in the public domain at the time of its disclosure to me or which subsequently enters the public domain other than as a result of a breach of duty on my part. I agree that, upon J.P. Morgan written demand for whatever reason, I shall immediately deliver to J.P. Morgan any and all notes, drawings, documents, manuals, diskettes and other m

copies or excerpts thereof and confirm to J.P. Morgan, in writing, the return or destruction of the same. I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon J.P. Morgan written demand and I shall immediately cease to use the Confidential Information. The obligations imposed by this clause shall survive the term of my employment with J.P. Morgan with respect to the performance of services, or of my employment or assignment to render services in connection therewith. I understand and agree that any breach of these confidentiality obligations will cause J.P. Morgan irreparable damage and J.P. Morgan shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

Annexure- 2

Consent for Use, Transfer and Verification of Personal Data

1. This consent is for collecting, using, holding, receiving, possessing, storing, dealing, transferring, disclosing or handling ("Use") your Personal Information (defined below) (including your Sensitive Personal Data or Information(defined below)) from you (collectively, "Personal Data") in connection and during your employment with J. P. Morgan Services India Private Limited ("Company")("Consent").
2. You understand and give consent that during the course of your employment, whether direct or indirect, the Company will U s e your Personal Data or any other related document/agreement for the purposes set out below or for any purpose ancillary or incidental thereto as may be relevant for the Company for its business purposes in the course of my employment ("Purpose"):
 - 2.1 personnel administration, including administration of certain employee benefits such as medical and insurance benefits;
 - 2.2 processing applications for employment and regulatory licensing (if applicable);

- 2.3 compensation related activities, including reviewing salaries, bonuses and other benefits administration and attachment of wages/salaries to comply with legal obligations;
- 2.4 job grading, recruitment activities and employment background checks;
- 2.5 performance and talent management, consideration for promotion, training, termination or any relevant decision-making for the ongoing management of the employment relationship;
- 2.6 consideration of eligibility and administration of staff loans and other benefits;
- 2.7 training and monitoring compliance with internal policies of the Company, JPMorgan and applicable laws;
- 2.8 internal and inter JPMorgan for matching procedures;
- 2.9 processing payroll or tax or other employment and statutory benefits;
- 2.10 providing employee references (with consent from employee);
- 2.11 complying with mandatory reporting obligations and other legal requirements and disclosures required by law enforcement agencies;
- 2.12 enabling you to discharge your business duties, including to procure a consumer report or an investigative report for;
- 2.13 any other lawful purpose connected with a function or activity of the Company; and/or
- 2.14 any other purpose required under any law for the time being in force.

"Personal Information" means any information that relates to you, which, either directly or indirectly, in combination with other information available or likely to be available with JPMorgan, is capable of identifying you. "Sensitive Personal Data or Information" means such personal information which consists of information relating to your:

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;
- (vi) Biometric information;
- (vii) any detail relating to the above clauses as provided to the Company in relation to your

employment or contractual relationship with the Company; and

- (viii) any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
3. You understand and give consent that your Personal Data collected by the Company will be handled in accordance with the reasonable security practices and policies and procedures of the Company and JPMorgan and that the procedures and policies may change from time to time and that it shall be your responsibility to keep myself updated on the same.
 4. You understand and give consent that the Personal Data collected from you by the Company may be transferred or disclosed by the Company, when such transfer or disclosure of Personal Data is necessary for the Purpose stated in Clause 2 above, to:
 - 4.1 any of its affiliates, subsidiaries, associate companies or branch in the JPMorgan group of companies ("JPMorgan"), whether in India or any other country;
 - 4.2 any agent, contractor, or third party service provider who provides administrative, telecommunications, computer or other services to JPMorgan in connection with the operation of its business;
 - 4.3 any other person under a duty of confidentiality to JPMorgan, which has undertaken to keep such information confidential, including clients of JPMorgan;
 - 4.4 any person seeking employee references;
 - 4.5 any actual or proposed purchaser of all or part of the business of JPMorgan or, in the case of any merger, acquisition or other public offering, the purchaser or subscriber for shares in any entity which is part of JPMorgan;
 - 4.6 third parties in the form of directories of names and office telephone numbers of key officers of JPMorgan for promotional and administrative purpose; and
 - 4.7 any statutory, regulatory, governmental authority, body or association and/or to other third parties where such disclosure is required by applicable law or regulation.
 5. You give consent to the Company, JPMorgan and any adviser, agent, contractor, service provider of JP Morgan or any persons or organizations acting on its behalf, to verify and process information and documentation presented by you or any other third party on your employment application/resume and relating to your engagement with JP Morgan (including Personal Data and complete details of your).
 6. You hereby grant authority for the bearer of this Consent, with immediate effect, to access or be provided with details of your previous employment records held by any company or business for whom you have previously worked.
 7. Upon a request made by you, you may review the Personal Data provided by you to the Company in order to ensure the authenticity of such Personal Data. In the event, any Personal Data provided by you to the Company is found to be inaccurate or deficient, you may request the Company to correct or amend the records as feasible and in accordance with the internal policies and process of the Company. It is your responsibility to keep the Company updated with regard to your Personal Data as and when there is a change in the information provided by you to the Company. The Company shall not be responsible for the authenticity of the Personal Data provided by you. Failure to provide Personal Data or failure to provide consent to the Company or withdrawal of consent given to the Company required for the Purpose stated in Clause 2 above or such other purpose as the Company may notify to you from time to time may result in the Company being unable to process the job application or continue to have you in employment with the

Company or provide employment related benefits.

8. You understand, agree and given your consent to the Company to appoint or replace any person (if any), collecting, processing or retaining the Personal Data in its sole discretion.
9. You agree that you will not withdraw your consent provided hereunder unless the same is communicated to the Company in writing. You further understand and agree that notwithstanding the fact that you may withdraw your consent, the Company (and any entity to which the Company may have transferred the Personal Data to) may need to retain/share/disclose your Personal Data, if required under any law for the time being in force.
10. You understand that the Personal Data collected from you is required in connection you're your employment with the Company. In the event that you withdraw such consent, notwithstanding anything to the contrary that may be contained in any statement, agreement, affirmation, undertaking or letter in regard to your employment with the Company, the Company would have the absolute right to discontinue providing such services/ benefits/ amenities in connection to which the Personal Data was collected and take any other action in this regard on just and reasonable grounds without any further notice or liability.
11. Requests for access to Personal Data or correction of Personal Data, or for information regarding policies and practices of JPMorgan and kinds of Personal Data collected and stored by the Company must be made in writing to accessHR at links to which are available on the Company's Intranet and marked to the attention of the "Data Privacy Officer".
12. You agree that in the event that you have any reasonable queries / objections in relation to any of the aforesaid, you will bring the same to the attention of the Company in writing.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000

July 29, 2022

Ms. Rincy Peter

Email id: rincyfernandes2001@gmail.com

Sub: Letter of Intent - Quantiphi Analytics Solutions Private Limited ('Company')

Dear Rincy Peter,

We are pleased to offer you the position of **Intern - Business Analyst** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company").

Your salary during the course of full-time employment will be INR **8,50,000/-** annually on a cost to company basis.

Fixed Component	QCDP Reward	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

As a part of your onboarding process, you will undergo a four-month internship ('Virtuverse') with us and thereby leading to confirmation as a full-time employee based on your performance.

'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc.

During the period of internship, you will be paid a fixed amount of INR 23,000/- per month as stipend and all other allowances/benefits will be shared with you by February 2023.

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company.

The Letter of Intent needs to be accepted within 48 hours, else it will be considered as null and void.



Authorized Signatory
Mohini Palchowdhury
(Head - Human Resources)

Agreed and Accepted
Rincy Peter



Ingram Micro India SSC Private Limited
CIN: U51101MH2012PTC237694
Registered Office:
Unit No. 202, Second Floor, Akruti Corporate Park, LBS Marg,
Next to GE Gardens, Kanjur Marg (West), Mumbai 400078



Tel+ 91-22-39894645
Fax +91-22-30561000

Date:

To,
Ms. ANNA BENOY GEORGE
MUMBAI

Sub: Letter of Engagement

Dear

We are pleased to inform you that based on the technical evaluation and panel interviews, you have been selected for the position of "Trainee Software Developer" at Ingram Micro. The Compensation details is set out in Annexure A. This is subject to normal applicable standard deductions as per Company's policies.

You would be under probation for 1 year following the commencement of employment. Your confirmation at the end of the probation period is subject to successful completion of your performance review.

Please note that the company believes in 'Re-engineering' as a continuous process, and therefore, designations, responsibilities and location are subject to modifications in line with the business objectives.

A detailed offer letter will be provided on completion of required documentations prior to your date of joining.

Please sign a copy of this letter as your acceptance and return the same to us.

We look forward to welcome you at INGRAM MICRO!

For Ingram Micro India SSC Pvt. Ltd.


Lakshmi Vellore
HR Lead

Date: 09/09/2022
Name: Anna Benoy George
Signature: 

Ingram Micro India SSC Private Limited
CIN: U51101MH2012PTC237694

Tel+ 91-22-39894645
Fax +91-22-30561000

Registered Office:
Unit No. 202, Second Floor, Akruti Corporate Park, LB5 Marg,
Next to GE Gardens, Kanjur Marg (West), Mumbai 400078

ANNEXURE 'A'		
Components	Monthly Compensation	Annual Compensation
Basic	23062	276744
HRA	11531	138372
Personal Pay	6919	83028
LTA	4612	55344
Fixed Compensation (A)**	46124	553488
Employer Provident Fund Contribution	2767	33204
Gratuity*	1109	13308
Total Retirals (C)	3876	46512
Total Compensation (TAC)	50000	600000
Cost to Company (CTC) - (A+B+C)		

Bills/Supporting to be produced to avail tax exemption, subject to IT rules

**Income Tax and P.T deductions as applicable

*Gratuity as per The Gratuity Act 1972

For Ingram Micro India SSC Pvt. Ltd.


Lakshmi Vellore
HR Lead

Date: 09/09/2022
Name: Anna Benay George
Signature: 

JPMORGAN CHASE & Co.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.

A handwritten signature in black ink, appearing to read "Jamie", with a large, stylized initial "J" to the left.



06-Apr-2023

Gini Chacko
B-52, Swastik, Sector-3, Srishti, Mira Road [East]
Thane District, Maharashtra 401107
-401107
MUMBAI SUBURBAN
Maharashtra
INDIA

Dear Gini Chacko,

Your Employment by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 08-Apr-2023.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.

APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

You will join us as a/an Full-time Analyst in the Software Engineer Program, Class of 2023, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

A2. Employment Commencement Date

Your employment is expected to commence on 07-Aug-2023. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Mumbai, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

A4. Remuneration

Your total fixed pay will be INR 13,00,000 per annum and comprises the following components:
Rupees p.a.

1. Basic Salary	3,90,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,95,000
4. Provident Fund	46,800
5. Special Allowance	6,28,200
A. Total Fixed Pay	13,00,000

Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR1,50,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.

Relocation Lump Sum

You will be paid a one-time Relocation lump sum of INR1,25,000/-, which is taxable and will be paid within a reasonable period after your start date. The relocation lump sum coverage includes the cost of air and tickets, other transportation and hotel stay of your choice.

If you resign or are terminated for any reason other than job elimination (as determined within the company's discretion) within 12 months of your commencement date, you agree to reimburse the Company in full for the amount of any relocation lump sum you have received in connection with this employment offer. This reimbursement shall become due and payable within 30 days of your last day of employment with the Company. Further, the Company may seek reimbursement by withholding any other payments not yet paid to you at the time you leave the firm.

A5. Probationary Period

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

A8. Retirement Scheme

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.

APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Mumbai, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
 - i) you are not in breach of any prior employment contract;
 - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii) you are not subject to any other employment or any contractual post-employment restraints
 - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

B1.4 Your retirement age will be as per Company's policy and subject to satisfactory completion of your probation period and provided that your employment is not terminated.

B2. Remuneration

B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.

B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum payable to you any withholding and other taxes levied or payable.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any

and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the [JPMorgan Chase Bonus Recoupment Policy](#) and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

B4. Termination

- B4.1 Your employment may be terminated as follows:
- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
 - b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;
 - ii) seriously breach the Code of Conduct and any other Company policies;

- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.

B4.6 During any Notice Period:

- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.
- c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave

B5.1 Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

B5.2 Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time.

B5.3 Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

B6. Confidentiality

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

B8. Post Employment Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.
- B8.4 In this paragraph B8:
- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
 - b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
 - c) "Restricted Client" means any person:
 - i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.
 - d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.
- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

B9. Code of Conduct and Staff Regulations and Affirmation

B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:

- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
- (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.

B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.

B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.

B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

B11. Retirement Benefits

B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

B12. Miscellaneous

B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.

B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.

B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation

payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

B13. Contract Execution

B13.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B14. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai courts in relation to any dispute arising in connection with your employment and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and preclear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts

2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict as interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating

compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

APPENDIX D – SPECIFIC CONSENTS

You are required to provide specific consents in accordance with the applicable laws, details of which are provided in Annexure 1 and 2 respectively. It is essential that you carefully read/understand and specifically agree to the same.

Annexure – 1

Please read the following statements carefully. The term "J.P. Morgan" as used in these statements, refers to and is defined as including, either jointly or individually, J.P. Morgan Chase & Co., and/or any of its subsidiaries and affiliates and related body corporates (as defined in the Corporations Act, 2001 (Cwlth)), and/or their respective officers, agents, or employees.

Verification: The information I have provided in this Statement of Information is accurate to the best of my knowledge and subject to verification. I understand that any untrue statement or misrepresentation of fact in any of these statements to any extent, at J.P. Morgan sole discretion, may be grounds for terminating my employment with J.P. Morgan with immediate effect in accordance with the terms and conditions set out in J. P. Morgan Offer Letter.

Security Procedures: At all times during the performance of services for J.P. Morgan, I shall abide by all applicable J.P. Morgan security standards, guidelines and procedures, including, where applicable, those set forth in J.P. Morgan Data Security Policies and Standards Manual and Technical Users: Security Policies and Standards Manual.

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship

which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195awa of the Copyright Act, 1968 (Cwlth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

Moral Rights: I consent to do all such acts and deeds and fully assign to J.P. Morgan any and all moral rights in respect of all Developments and works made or to be made by me in the course of my employment with J.P. Morgan. I agree and acknowledge that I may be required to submit my name, likeness, statements, voice, photographic image, videos and any other information or material ("Material") to J.P. Morgan from time to time in relation to my employment with to J.P. Morgan. I hereby understand, fully agree and freely consent to and I represent and warrant the following to and for the benefit of to J.P. Morgan:

I have full legal authority, including all necessary intellectual property rights, to submit this Material to J.P. Morgan on behalf of myself or anyone depicted in the Material. If this Material contains any name or likeness of an individual under the age of 18 years or an incapacitated adult, I represent and warrant that I have the full legal authority to submit this Material on their behalf.

If I have voluntarily agreed with/been engaged by J.P. Morgan to create any Material, I hereby expressly undertake to hand over all the Material to the designated representative of J.P. Morgan and irrevocably consent to the use, publication, retention and /or destruction of the same by J.P. Morgan. I hereby grant to J.P. Morgan all right, title and interest in and to the Material without royalties or other compensation and agree that J.P. Morgan alone has the exclusive right to create copies of the Material, prepare derivative works based on the Material, distribute copies of the Material and / or publicly display.

In the event I have created the Material, I confirm and agree that the Material is my own original work, is not copied, and does not contain any third-party materials and/or content that I do not have permission to use. I further warrant and represent that the Material is not obscene, defamatory or in breach of any applicable legislation or regulations.

I consent and grant permission to J.P. Morgan and any applicable media agencies acting on behalf of J.P. Morgan, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute and publish the Material or for any other information I provide in any media now or hereinafter developed for any purpose in which J.P. Morgan engages, including any promotion, advertisement or other conduct of trade, without royalties, payment or any other consideration. I irrevocably authorize J.P. Morgan to edit, alter, copy, exhibit, publish or distribute the Material for purposes of publicizing programs on the J.P. Morgan intranet or for any other lawful purpose in India and in any other country. I agree that the Material will not be returned to me. I waive the right to inspect or approve any finished product of the Material, including written or electronic copy, wherein my or that of any person's likeness appears.

I will not hold J.P. Morgan liable or responsible for the Material that are lost, delayed, misdirected or incomplete or cannot be delivered for any technical or other reason. J.P. Morgan shall not be liable for any loss or damage resulting from submission or publication of the Material.

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use

thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

This Agreement and Release is deemed to be made under and shall be construed according to the laws of India and subject to the exclusive jurisdiction of Mumbai Courts. J.P. Morgan – Pre Employment Screening

Confidentiality of Information: I agree that I shall hold on trust for J.P. Morgan Chase & Co, including its subsidiaries and affiliates (respectively or jointly) (JP Morgan) and shall not use, except for the purposes of the performance of my duties during my employment with J.P. Morgan, or disclose to any other party any Confidential Information (as such term is hereinafter defined) which may be disclosed to or created by me in connection with the course of my employment with J.P. Morgan. As used herein, the term "Confidential Information" means any information which relates to confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage medium including but not limited to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures, know-how, inventions, training methods or other information relating to the business and other operations of either J.P. Morgan, any affiliate of J.P. Morgan, or any client, customer or vendor of J.P. Morgan and all copies and reproductions thereof, whether or not owned or developed by J.P. Morgan, except such information which is in the public domain at the time of its disclosure to me or which subsequently enters the public domain other than as a result of a breach of duty on my part. I agree that, upon J.P. Morgan written demand for whatever reason, I shall immediately deliver to J.P. Morgan any and all notes, drawings, documents, manuals, diskettes and other m

copies or excerpts thereof and confirm to J.P. Morgan, in writing, the return or destruction of the same. I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon J.P. Morgan written demand and I shall immediately cease to use the Confidential Information. The obligations imposed by this clause shall survive the term of my employment with J.P. Morgan with respect to the performance of services, or of my employment or assignment to render services in connection therewith. I understand and agree that any breach of these confidentiality obligations will cause J.P. Morgan irreparable damage and J.P. Morgan shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

Annexure- 2

Consent for Use, Transfer and Verification of Personal Data

1. This consent is for collecting, using, holding, receiving, possessing, storing, dealing, transferring, disclosing or handling ("Use") your Personal Information (defined below) (including your Sensitive Personal Data or Information(defined below)) from you (collectively, "Personal Data") in connection and during your employment with J. P. Morgan Services India Private Limited ("Company")("Consent").
2. You understand and give consent that during the course of your employment, whether direct or indirect, the Company will U s e your Personal Data or any other related document/agreement for the purposes set out below or for any purpose ancillary or incidental thereto as may be relevant for the Company for its business purposes in the course of my employment ("Purpose"):
 - 2.1 personnel administration, including administration of certain employee benefits such as medical and insurance benefits;
 - 2.2 processing applications for employment and regulatory licensing (if applicable);

- 2.3 compensation related activities, including reviewing salaries, bonuses and other benefits administration and attachment of wages/salaries to comply with legal obligations;
- 2.4 job grading, recruitment activities and employment background checks;
- 2.5 performance and talent management, consideration for promotion, training, termination or any relevant decision-making for the ongoing management of the employment relationship;
- 2.6 consideration of eligibility and administration of staff loans and other benefits;
- 2.7 training and monitoring compliance with internal policies of the Company, JPMorgan and applicable laws;
- 2.8 internal and inter JPMorgan for matching procedures;
- 2.9 processing payroll or tax or other employment and statutory benefits;
- 2.10 providing employee references (with consent from employee);
- 2.11 complying with mandatory reporting obligations and other legal requirements and disclosures required by law enforcement agencies;
- 2.12 enabling you to discharge your business duties, including to procure a consumer report or an investigative report for;
- 2.13 any other lawful purpose connected with a function or activity of the Company; and/or
- 2.14 any other purpose required under any law for the time being in force.

"Personal Information" means any information that relates to you, which, either directly or indirectly, in combination with other information available or likely to be available with JPMorgan, is capable of identifying you. "Sensitive Personal Data or Information" means such personal information which consists of information relating to your:

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;
- (vi) Biometric information;
- (vii) any detail relating to the above clauses as provided to the Company in relation to your

employment or contractual relationship with the Company; and

- (viii) any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
3. You understand and give consent that your Personal Data collected by the Company will be handled in accordance with the reasonable security practices and policies and procedures of the Company and JPMorgan and that the procedures and policies may change from time to time and that it shall be your responsibility to keep myself updated on the same.
 4. You understand and give consent that the Personal Data collected from you by the Company may be transferred or disclosed by the Company, when such transfer or disclosure of Personal Data is necessary for the Purpose stated in Clause 2 above, to:
 - 4.1 any of its affiliates, subsidiaries, associate companies or branch in the JPMorgan group of companies ("JPMorgan"), whether in India or any other country;
 - 4.2 any agent, contractor, or third party service provider who provides administrative, telecommunications, computer or other services to JPMorgan in connection with the operation of its business;
 - 4.3 any other person under a duty of confidentiality to JPMorgan, which has undertaken to keep such information confidential, including clients of JPMorgan;
 - 4.4 any person seeking employee references;
 - 4.5 any actual or proposed purchaser of all or part of the business of JPMorgan or, in the case of any merger, acquisition or other public offering, the purchaser or subscriber for shares in any entity which is part of JPMorgan;
 - 4.6 third parties in the form of directories of names and office telephone numbers of key officers of JPMorgan for promotional and administrative purpose; and
 - 4.7 any statutory, regulatory, governmental authority, body or association and/or to other third parties where such disclosure is required by applicable law or regulation.
 5. You give consent to the Company, JPMorgan and any adviser, agent, contractor, service provider of JP Morgan or any persons or organizations acting on its behalf, to verify and process information and documentation presented by you or any other third party on your employment application/resume and relating to your engagement with JP Morgan (including Personal Data and complete details of your).
 6. You hereby grant authority for the bearer of this Consent, with immediate effect, to access or be provided with details of your previous employment records held by any company or business for whom you have previously worked.
 7. Upon a request made by you, you may review the Personal Data provided by you to the Company in order to ensure the authenticity of such Personal Data. In the event, any Personal Data provided by you to the Company is found to be inaccurate or deficient, you may request the Company to correct or amend the records as feasible and in accordance with the internal policies and process of the Company. It is your responsibility to keep the Company updated with regard to your Personal Data as and when there is a change in the information provided by you to the Company. The Company shall not be responsible for the authenticity of the Personal Data provided by you. Failure to provide Personal Data or failure to provide consent to the Company or withdrawal of consent given to the Company required for the Purpose stated in Clause 2 above or such other purpose as the Company may notify to you from time to time may result in the Company being unable to process the job application or continue to have you in employment with the

Company or provide employment related benefits.

8. You understand, agree and given your consent to the Company to appoint or replace any person (if any), collecting, processing or retaining the Personal Data in its sole discretion.
9. You agree that you will not withdraw your consent provided hereunder unless the same is communicated to the Company in writing. You further understand and agree that notwithstanding the fact that you may withdraw your consent, the Company (and any entity to which the Company may have transferred the Personal Data to) may need to retain/share/disclose your Personal Data, if required under any law for the time being in force.
10. You understand that the Personal Data collected from you is required in connection you're your employment with the Company. In the event that you withdraw such consent, notwithstanding anything to the contrary that may be contained in any statement, agreement, affirmation, undertaking or letter in regard to your employment with the Company, the Company would have the absolute right to discontinue providing such services/ benefits/ amenities in connection to which the Personal Data was collected and take any other action in this regard on just and reasonable grounds without any further notice or liability.
11. Requests for access to Personal Data or correction of Personal Data, or for information regarding policies and practices of JPMorgan and kinds of Personal Data collected and stored by the Company must be made in writing to accessHR at links to which are available on the Company's Intranet and marked to the attention of the "Data Privacy Officer".
12. You agree that in the event that you have any reasonable queries / objections in relation to any of the aforesaid, you will bring the same to the attention of the Company in writing.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000

July 29, 2022

Ms. Amisha Viras

Email id: crce.8943.ce@gmail.com

Sub: Letter of Intent - Quantiphi Analytics Solutions Private Limited ('Company')

Dear Amisha Viras,

We are pleased to offer you the position of **Intern - Business Analyst** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company").

Your salary during the course of full-time employment will be **INR 8,50,000/-** annually on a cost to company basis.

Fixed Component	QCDP Reward	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

As a part of your onboarding process, you will undergo a four-month internship ('Virtuverse') with us and thereby leading to confirmation as a full-time employee based on your performance.

'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc.

During the period of internship, you will be paid a fixed amount of INR 23,000/- per month as stipend and all other allowances/benefits will be shared with you by February 2023.

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company.

The Letter of Intent needs to be accepted within 48 hours, else it will be considered as null and void.



Authorized Signatory
Mohini Palchowdhury
(Head - Human Resources)



Agreed and Accepted
Amisha Viras



STRICTLY PRIVILEGED & CONFIDENTIAL

14th September 2022

Mr Mitesh Jaiman ,

Re: Letter of Employment/Appointment

Dear Mitesh,

We are pleased to offer you a position with **Saiher Supply Chain Consulting Private Limited**. Representing OMP in India (hereinafter defined as the "**Company**"). The terms and conditions of your employment with us will be as under:

1. DESIGNATION AND DEPUTATION

Your designation will be **Associate Consultant in** the company. You will initially be based at our **Mumbai office**. You will be required to travel as per business needs..

2. EMPLOYMENT AND REMUNERATION

2.1 Date of Joining

Your joining month with the Company will be on or before **July 2023**. The terms of employment shall commence from this month/date itself.

2.2 Remuneration

Your Annual Total Employee Cost to Company will be **6,00,000/- (Six Lakh Only)** per annum. This will be suitably structured in line with company policy.

3. TAX AND BENEFITS

3.1. Tax

The Company, in accordance with the applicable laws of India including the Income Tax Act, 1961, will deduct taxes at source on your remuneration.

3.2. Working Hours & Duties

The Employee who has been employed will be required to work 5 days a week for 8 hours a day i.e. from Noon to 21:00 hrs from Monday to Friday (including break for the duration of 1 hour each day). The

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Saiher Supply Chain Consulting Pvt. Ltd

Employee may be required to work beyond the normal working hours to discharge his/her duties at the sole discretion of the Company. The Company reserves the right, at its sole discretion, to revise, amend or extend the working hours should the need arise

You are eligible for Twenty Four (24) days of paid leaves and maximum of five (5) days of paid sickness leaves, as per your role. per year on pro-rata basis at the sole discretion of the Company. Unutilised leave up to 9 days can be carried forward to the next year. Any leave balance beyond days at the end of the year would lapse

4. PROBATION

- 4.1. You will be on probation for a period of **six (6) month** from the date of joining.
- 4.2. During this period your services may be terminated at any time by giving one (15) days' notice in writing or by paying one (15) days gross salary in lieu thereof.
- 4.3. Your probation period may be extended at the Management's discretion in the event your performance/conduct is judged to be below acceptable standards.
- 4.4. An employee on probation can resign subject to the approval by the competent authority, after giving one (1) months' notice in writing or by paying one (1) month's gross salary in lieu thereof. If employment has been confirmed after satisfactory completion of probation, you will have to give a notice of two (2) month(s), in writing or two (2) month(s) gross salary in lieu thereof.
- 4.5. After confirmation, your services may be terminated by the company giving two (2) month(s) notice in writing or by paying two (2) month(s) gross salary in lieu thereof.
- 4.6. The notice period of one (1) month / two (2) months, as may be the case, can be reduced / waived by the Managing Director at his/her discretion, at adjustment of leaves not availed.

5. TERMINATION

- 5.1. Upon confirmation of the employment, either party may terminate the agreement by giving two (2) months' notice or salary in lieu of the notice period.
- 5.2. The Company reserves the right not to give any reasons for termination.
- 5.3. Notwithstanding anything to the contrary, the Company shall have the right to terminate this agreement and the employment with the Company for cause. For purposes of this agreement, the term "cause" shall mean:
 - a) Any breach of obligations under this agreement.
 - b) Fraud, theft, or gross malfeasance, including, without limitation, conduct of a felonious or criminal nature, conduct involving moral turpitude, embezzlement, or misappropriation of assets.
 - c) Violation of his/her obligations to the Company, including, without limitation, conduct which is inconsistent with the employee's position and which results or is reasonably likely to result (in the opinion of the Company) in an adverse effect (financial or otherwise) on the business or reputation of the Company or any of its subsidiaries, divisions, or affiliates.
 - d) Failure, refusal, or neglect to perform his/her duties contemplated herein within a reasonable period under the circumstances after written notice from the Company, describing the alleged breach and offering a reasonable opportunity to be heard.
 - e) Repeated violation of any of the written work rules or written policies of the Company after written notice of violation served to the Employee.
 - f) Breach of standards adopted by the Company governing professional independence or conflicts of interest.

- 5.4. Upon termination of his employment, the Employee shall not retain or make any copies

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Saiher Supply Chain Consulting Pvt. Ltd

(electronic or otherwise) of any document, item or any property belonging to the Company or its clients and duly return the same to the Company.

- 5.5. If the employment of the Employee is terminated for cause, the Company shall not be obligated to make any further payment to the Employee (other than accrued and unpaid base salary and commissions and expenses to the date of termination) or continue to provide any benefit (other than benefits which have accrued pursuant to any plan or by law) to the Employee under this Agreement.

6. THE COMPANY'S POLICY MANUAL

You shall agree and undertake that you shall be bound by all the policies of the Company including the policies documented in the policy manual, adopted or to be adopted by the Company, and as may be amended from time to time.

7. NON - SOLICITATION AND NON-COMPETE

- 7.1 Employee shall devote all of Employee's time, attention, knowledge, and skills solely to the business and interest of the Company, and the Company shall be entitled to all the benefits, profits, or other issues arising from or incident to all work, services, and advice of Employee.
- 7.2 The Employee shall not, during the term of this Agreement, be interested directly or indirectly, in any manner, as partner, officer, director, shareholder, advisor, employee, or in any other capacity in any other business similar to that of the Company or any allied trade; provided, however, that nothing contained in this section shall be deemed to prevent or to limit the right of Employee to invest any of Employee's money in the capital stock or other securities of any corporation whose stock or securities are publicly owned or are regularly traded on any public exchange, nor shall anything contained in this section be deemed to prevent Employee from investing or limit Employee's right to invest Employee's money in real estate
- 7.3 The Employee shall not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, corporation, or other entity in any manner whatsoever any information concerning any matters affecting or relating to the business of the Company, including but not limited to any of its customers, the prices it obtains or has obtained from the sale of, or at which it sells or has sold, its products, or any other information concerning the business of the Company, its manner of operation, its plans, processes, or other data without regard to whether all of the above-stated matters will be deemed confidential, material, or important, the Company and the Employee stipulating that as between them, such matters are important, material, and confidential and gravely affect the effective and successful conduct of the business of the Company, and the Company's goodwill, and that any breach of the terms of this section shall be a material breach of this agreement.
- 7.4 The Employee shall inform the Employer immediately of any invention made by Employee during Employee's employment, or to which the Employer has contributed, directly or indirectly, in any way whatsoever and even to a very small extent. The Employee accepts that all and any rights attached to such invention will be assigned to the Employer and also waives any claim for compensation of such assignment. Employee shall put himself/herself completely at the disposal of Employer to assist the latter in applying for or registering a patent or any other intellectual right to such invention.
- 7.5 The Employee shall inform the Employer immediately of any invention made by Employee during Employee's employment, or to which the Employer has contributed, directly or indirectly, in any way whatsoever and even to a very small extent. The Employee accepts that all and any rights attached to such invention will be assigned to the Employer and also waives any claim for compensation of such assignment. Employee shall put himself/herself completely at the disposal of Employer to assist the latter in applying for or registering a patent or any other intellectual right to such invention.
- 7.6 . Employee agrees that this non-competition section is necessary to protect Employer's business, and that Employee's violation of this section would result in irreparable harm to Employer. In the event Employee

Saiher Supply Chain Consulting Pvt. Ltd

breaches this non-competition provision, Employer shall be entitled to injunctive relief in addition to any other remedies legally available. This non-competition provision shall survive termination of this Agreement and shall be legally enforceable pursuant to law.

8. CONFIDENTIAL INFORMATION

You acknowledge that during the course of your employment with the Company, you will have access to Confidential Information of the Company and/or Affiliates and/or received by the Company from third parties, which is confidential valuable property are critical to the Company and/or Affiliates and/or such third parties for its business.

You shall forever hold the Confidential Information in confidence and shall not publish, disclose or disseminate, any time, to any Person or Competitor of the Company/Affiliates; or use for any purpose any Confidential Information other than such purposes as shall be required to fulfill your duties with the Company, or remove any Confidential Information, in whole or in part, from the Company's premises, without the Company's prior written permission.

9. INTELLECTUAL PROPERTY

You acknowledge and agree that your Contribution to the business of the Company as well as any portion thereof shall be the sole property of the Company from date of creation thereof. You agree that all originals and all copies of any and all material containing, representing, evidencing, recording, or constituting all or part of your Contribution to the business of the Company, however and whenever produced (whether by you or others) and whether or not protected under copyright law or patentable or protected under other intellectual property law, shall be immediately handed over to the Company upon its creations and any copies thereof returned to the Company upon termination of your employment for any reason.

We hope that the discussed and thus proposed terms and conditions as provided in this letter are acceptable to you. Please feel free to contact the Human Capital Management, if you further wish to discuss any of the above.

10. OTHER EMPLOYMENT

During the employment with the Company, the employee will not accept any other form of employment or engage in any other business activity without the prior written consent of the Company.

10. RETIREMENT AGE

The Employee will attain retirement at 60 yrs. This may be extended beyond the age of 60 years at the discretion of the Company.

Saiher Supply Chain Consulting Pvt. Ltd

Your Salary Structure is as follows:

Components	Monthly	Yearly
Basic	14583	175000
HRA	7292	87500
Conveyance Allowance	2083	25000
Medical Allowance	2083	25000
EPF Employee	1750	21000
EPF Employer	1750	21000
Communication Allowance	2500	30000
Special Allowance	9625	115500
Total (A) Fixed	41667	500000
**Joining Bonus (One time payout) (B)	0	50000
Yearly Bonus (Performance based Variable) (C)	0	50000
Total CTC (A+B+C)	50000	600000

***You will be eligible for one time bonus of amount Rs 50,000 less applicable taxes and deductions , to be payable at the time of joining . If the employment is terminated by the executive or by the company within a year following the commencement date of this agreement , the executive will be required to refund the same.

- Note : In addition to the above , you will also be eligible for Gratuity calculated @4.81% of basic salary per annum (As per Gratuity Act , 1972) after completion of 5 years.
- You and your immediate family would be covered under the group Medclaim and personal accident insurance .
- Retention Bonus of INR (10 %of ctc) will be paid to you upon a completion of your 2 years and (25% of CTC) will be paid to you on completion of 5 years in the company.
- The payout will be subject to
 - you not being subjected to any disciplinary actions or should not have received any warning from management
 - you achieving a performance evaluation of "Satisfactory" or above in the performance appraisal prior to completion of 2 years and 5 years of service.
 -

Please note** Incase of an unfavorable reference check this letter stands cancelled/withdrawn automatically without any notice or communication to you.

For Saiher Supply Chain Consulting Private Limited.



Authorised Signatory

I have carefully read and understood the terms and conditions state in the letter of appointment and here by confirm my acceptance.

Signature :

Date:

D-902, Times Square Building, Marol, Andheri Kurla Road, Andheri East, Mumbai – 400059

WTW Global Delivery and Solutions India Private Limited

OFFER OF EMPLOYMENT



PRIVATE AND CONFIDENTIAL

29 December 2022

Mr. Ian Kolamparambil
Flat Number 4, Sahayog Apartments,
Near Chandrabhaaga Dairy, Behind Aasara Society,
Solapur North,
Solapur - 413003, India

Dear **Ian**

We are delighted to offer You a role with **WTW Global Delivery and Solutions India Private Limited**, a Willis Towers Watson group company and enclose the terms of our Offer of Employment, following our assessment of Your skills and capabilities. We look forward to You joining us at Willis Towers Watson.

Your Terms and Conditions of Employment are set out below. If You are currently in employment we would advise You that, it is Company policy that we expect You to observe all duties and obligations owed to Your previous and current employers and other third parties under contracts of employment and/or other agreements. In particular, the Company does not condone the removal, copying or retaining of confidential information of any former employer and any such conduct may result in disciplinary action or any potential litigation. The Company will also expect You to observe any valid restrictive covenants applicable to You under contracts of employment and/or other agreements with Your previous and current employers and other third parties, whilst they remain in effect. If You have any concerns or doubts as to Your obligations, You should seek legal advice.

TERMS AND CONDITIONS OF EMPLOYMENT

These Terms and Conditions and the provisions of the Human Resources Policies including the Global Policies of Willis Towers Watson which are available on the Company's intranet and expressed to be contractual in effect, shall form part of this offer of employment and together constitute Your agreement of employment ("**Agreement**"). There are no collective agreements affecting Your employment.

This Agreement is between **WTW GLOBAL DELIVERY AND SOLUTIONS INDIA PRIVATE LIMITED**, ("**the Company**", "**Willis Towers Watson**", "**We**", "**Us**", "**Our**") of Plant No. 6, Godrej & Boyce Manufacturing Company compound, Pirojshanagar, L.B.S Marg, Vikhroli (West), Mumbai 400079 India and **Ian Kolamparambil** ("**You**"; "**Your**") S/o / D/o. **Joseph Sebastian Kolamparambil, Flat Number 4, Sahayog Apartments, Near Chandrabhaaga Dairy, Behind Aasara Society, Solapur North, Solapur - 413003, India.**

TITLE AND DUTIES

Your position with Willis Towers Watson will be at Career Level **83** with the corporate job title of **Trainee**. You agree that You will perform such additional or alternative duties or roles for the Company or the Group, as the Company may, for operational reasons, reasonably require and for

WTW Global Delivery and Solutions India Private Limited

Formerly known as Willis Processing Services (India) Private Limited
Corporate Identity Number: U72300MH1992PTC066724

Registered Office: Plant No. 6, Godrej & Boyce Mfg. Co. Compound, Pirojshanagar, L.B.S Marg, Vikhroli (West), Mumbai, Maharashtra 400079 India. T: + 91 22 2519 2000, +91 22 66422000

Thane - Office: iThink Techno Campus, 7th Floor, A&B Wing, Off Pokhran Road No. 2, Close to Eastern Express Highway, Thane (W), Maharashtra – 400 607, India. T + 91 22 6210 7000

website: www.wtwco.com

as long as the Company may require. You agree that the Company reserves the right to vary Your Job Title and Duties from time to time at its absolute discretion.

You further agree that the Company may, for business reasons, assign its rights and transfer or delegate its obligations as Your employer under this Agreement to any Group Company and You will execute all documents and do all things reasonably necessary for such assignment or transfer. In the event of such assignment or transfer, Your terms and conditions will be no less favourable than those set out in this Agreement.

It is furthermore specifically agreed and understood that You joined the Company based on Your proficiency in technical/professional skills and/or academic performance that You have declared to possess or have purported to have achieved, during the application process. If at a later date, any of the statements/particulars made or provided by You, either verbally or in writing including any representation made by You herein or otherwise, are found to be false, incorrect or misleading, the Company shall have the right to immediately terminate Your services without notice or payment in lieu of notice.

WORK LOCATION

Your initial place of work will be **i Think Techno Campus, 7th Floor, (Wing A & B), Off Pokhran Road No.2, Close to Eastern Express Highway, Thane (West) - 400 607 India.** although you may also be required to work at other offices within the Willis Towers Watson group of companies ("the Group") or Client locations within and outside the Republic of India from time to time, in performance of Your duties. You may be transferred to work in any reasonable location within the Group. Your agreement to such a transfer will be sought unless, in the reasonable opinion of the Company, the transfer does not necessitate You having to move home address.

The Company shall also have the sole and undeniable right to transfer You locationally from one location to another based on the Company's requirements and You shall be obligated to accept the same unless the same results in an economic loss for You.

SALARY

Your salary for Employment with Willis Towers Watson is set out in Appendix 2. Salary is calculated annually and shall accrue at a daily rate. Your gross salary, less any income tax, statutory deductions or other mutually agreed/permitted deductions shall be paid monthly in arrears in 12 equal instalments, by credit transfer to Your bank account updated with Company records, in Indian Currency.[Salary is normally paid on or around the last calendar day of each month and salaries are normally reviewed in the first quarter of each financial year in accordance with the prevailing policies of Willis Towers Watson. Further, it does not follow that Your salary will increase following any performance review. In the event of any recommended increases, this will normally take effect from 1 April/October as per prevailing applicable policies].

START DATE OF EMPLOYMENT AND NOTICE

Your employment under this Agreement shall start from **03 July 2023.** No employment with a previous employer will count as a part of Your period of continuous employment with Willis Towers Watson.

The first 6 (six) months of Your employment shall be on probation ("Probationary Period") which the Company may extend at its own and sole discretion for up to two additional months. Your employment with the Company shall deem to be confirmed with effect from the confirmation due date (which is the date on which the first six months of Your employment with the Company is

completed) unless the Company extends Your Probationary Period in writing. However, the Company reserves the right to inform You of Your Probationary Period extension within Your seventh working day from the original confirmation due date.

During the Probationary Period, either Willis Towers Watson or You may terminate this Employment Agreement without assigning any reason by giving the other one month's written notice or payment in lieu of notice (equivalent to Base Compensation excluding shift allowance and Company's statutory contributions). Post satisfactory completion of Your Probationary Period, either Willis Towers Watson or You may terminate this employment in accordance with the notice periods set out in the Termination provisions of this Agreement unless Your employment is terminated for gross misconduct.

In the event of a transfer to the Group Company, Your employment start date with the Company shall be reckoned for the period of continuous employment with Willis Towers Watson. For clarity and where applicable, Your Probationary Period shall commence from the start date and end as stated hereinabove irrespective of You being transferred or assigned to the Group Company. Further, the Group Company shall execute all reasonably necessary documents for transfer and will account the continuity of employment.

HOURS OF WORK

Your normal work hours will be 45 hours per week, including 30 minutes daily break and 9 hours per weekday unless otherwise advised for Business continuity. Please refer to the Human Resources policy for further details.

You agree that without the prior written approval from the management, You will not alter or change the shift timing or extend beyond shift timing and strictly follow the work timings.

PENSION AND BENEFITS

You are eligible for the compulsory Provident Fund Scheme and Pension Scheme governed by the Employees' Provident Fund Organisation from the start date and You shall be eligible for Gratuity in accordance with the applicable law. You will be automatically enrolled in the Pension and Benefits Plan when You join the Company unless exempted by the applicable law. For further details about the Pensions and Retirement Benefits or any other benefit arrangements You may be entitled to, please refer the Benefits Guide or related policies.

Other Benefits shall include and represent the Company's Contribution to Group Insurance Benefits as follows;

- Medclaim Cover for Self and Dependents (in accordance with prevailing Company's Annual Group Medclaim Policy and its terms & conditions)
- Personal Accident Cover for Self (in accordance with prevailing Company's Personal Accident Cover for Self-Policy and its terms & conditions)
- Life Cover (in accordance with prevailing Company's Annual Group Accident and Term Life Policy and its terms & conditions)
- Employee's Deposit Linked Insurance Coverage.

In the event of a transfer to the Group, Willis Towers Watson shall count Your start date or initial date of joining for the purpose of Gratuity, Probation, other employee benefits or purposes that You were otherwise eligible if You were on continuous employment. Notwithstanding to anything

contrary, Your statutory remittances or contributions shall cease and start afresh as of the transfer effective date in accordance with the group entities statutory requirements.

LEAVE

Any leave taken is to be agreed in advance with Your line manager. Full details of the Willis Towers Watson leave policy and how to record Your leave and list of declared holidays are set out on the Company's intranet site. Please familiarise Yourself with this as soon as possible on joining.

ABSENCE DUE TO ILLNESS OR INJURY

The Company reserves its discretion, according to Your length of service and upon complete disclosure of illness or injury, the Company may consider providing You with additional sickness absence for a limited number of days. For clarity, any leave, payments, or provisions You receive in relation to this section do not in any way limit the right of Willis Towers Watson to terminate Your employment in accordance with the provisions of this Agreement. The Company will not, however, terminate Your employment solely to remove any eligibility which You may have.

Medical Examination: The Company reserves the right to require You at any time to submit Yourself for a medical examination by a doctor appointed by the Company at the Company's expense. [Kindly note: this includes pathological tests]. provided further that a refusal to submit to such tests or examination by Company appointed Doctor, by You shall be deemed to be an act of dereliction and misconduct and shall also immediately invalidate any further request for sickness-related absence. It will further trigger the right of the Company to terminate Your employment with the Company with immediate effect and without any notice or additional severance benefit except those statutorily mandated.

CONFIDENTIAL INFORMATION

During Your employment, You will have access to confidential information belonging to Willis Towers Watson, the Group, its clients and employees. You shall not (except in the proper course of Your duties) either during Your employment with Us or at any time after its termination (however arising) use or disclose to any person, company or other organisation whatsoever any Confidential Information. "**Confidential Information**" includes but is not limited to information concerning the Company's business, operations, products, markets, marketing strategies, research activities, trade secrets, technical know-how, product formulations or techniques, pricing policies, names or lists of employees, Clients or Prospective Clients and their insurance or commercial affairs or any other matters pertaining to them, any document marked "confidential" or "secret" or which the Company or any associated company may reasonably regard as confidential and revealed to You in the course of Your employment which has not come into the public domain.

INTELLECTUAL PROPERTY

Any inventions, published or unpublished written materials, or new developments, including copyright works that You (personally or in conjunction with others) write or conceive in the course of Your employment with Willis Towers Watson, which relates to Your work for Willis Towers Watson ("**Works**"), are the property of Willis Towers Watson.

To the extent permitted by law, You hereby irrevocably and unconditionally waive in favour of the Company, its licensees and successors in title, all current and future moral rights (or similar rights existing in any part of the world) which You may have with respect to any concepts, techniques, inventions, processes, or works of authorship developed or created by You during the course of performing Company work (collectively, the "**Work Product**") shall belong exclusively to the Company and shall, to the extent possible, be considered a work made for hire.

Your salary already includes compensation for any such Works without prejudice to any statutory rights You may have. You agree not to stake a claim in any such rights and will sign and deliver all papers, including patent applications, as may be necessary to vest appropriate title to such Work Product (including materials and inventions) in Willis Towers Watson.

YOUR SERVICE TO WILLIS TOWERS WATSON

Without the prior approval in writing from an authorised representative of Willis Towers Watson, You undertake not to do work on Your own behalf or on behalf of any other person or Company. You may not be in any way directly or indirectly engaged, concerned or interested in any other business, undertaking or occupation. You are not permitted to engage in any activity, which might interfere with the performance of Your duties or which may cause a conflict of any interest owed by You to the Company or any company in the Group. During Your employment You will:

1. Devote Your full-time attention and abilities to Your job duties;
2. Keep Willis Towers Watson properly and regularly informed about the Business of Willis Towers Watson and Your activities in that business;
3. Promote and protect the interests of Willis Towers Watson and the Group, always giving it the full benefit of Your knowledge, expertise and skill and not knowingly or deliberately do anything which is to its detriment including having any direct or indirect involvement in:
 - a. Any situation whereby work or business opportunities are or may be diverted away from Willis Towers Watson; or
 - b. discussions with any other employees of Willis Towers Watson, head-hunters or potential employers about leaving the employment of Willis Towers Watson as part of a team of more than one person to join a new employer; and
 - c. immediately notify Willis Towers Watson if You become aware of or involved in anything which adversely affects or may adversely affect the business, interests or reputation of Willis Towers Watson or the Group; and, in each case, You will cooperate with Willis Towers Watson in any investigation which it may decide to carry out.

RESTRICTIVE COVENANTS

Additional restrictive covenants applicable to Your employment are set out in Appendix 1.

ERRORS AND OMISSIONS

During and following termination of Your employment You agree to:

1. Provide Willis Towers Watson with full co-operation and assistance where necessary in relation to any work carried out by You during Your employment with Willis Towers Watson, including but not limited to:
 - a. providing information and a factual explanation of Your involvement in any matters which require Your co-operation and/or assistance;
 - b. meeting with Willis Towers Watson's counsel to answer questions regarding any claims brought by or against Willis Towers Watson: and

- c. providing statements of evidence, affidavits and meeting in person with Willis Towers Watson's counsel in order to be prepared for any evidence that You may be required to provide;
2. In respect of actual or potential errors and omissions, participate in deposition, arbitration and/or hearing preparation meetings with Willis Towers Watson's counsel as required and to provide testimony and to allow Willis Towers Watson's counsel to act as Your counsel during the aforementioned preparation meetings and any hearings (counsel fees and related expenses shall be borne by Willis Towers Watson; and additionally, to the extent necessary, You will make available other information, statements of evidence and affidavits to Willis Towers Watson's counsel as needed to be provided, however;
 - a) Willis Towers Watson agrees to provide advance notice to You at the earliest as possible regarding such assistance; and
 - b) if the claim does not settle or otherwise resolve, and if requested by Willis Towers Watson, by giving You no less than three weeks' notice of trial, You will give a trial and/or arbitration testimony, and You will meet with Willis Towers Watson's counsel for preparation for such testimony.

Willis Towers Watson will pay the reasonable costs incurred by You in participating in any deposition and/or hearing preparation meetings, providing the deposition and/or hearing testimony in the claim, and any trial and/or arbitration testimony and preparation are in accordance with Willis Towers Watson's expense management policy in force from time to time.

DATA PROTECTION

You acknowledge that Willis Towers Watson may collect, use, hold, access, and otherwise process Your personal information. Further information regarding personal information protection is contained in the Global Employee Personal Information Protection Notice set out on the Company's intranet site.

During Your employment, You may have access to personal information of others. You may only access personal information that is necessary for the performance of Your work duties. At all times, You must maintain the confidentiality of the personal information that You have access to and cannot share, disclose or otherwise transfer any personal information to any unauthorized third parties. You agree to comply with all relevant data protection policies, including the Global Privacy Policy.

DISCIPLINARY AND GRIEVANCE PROCEDURES

Willis Towers Watson disciplinary and grievance procedures are set out on the Company's intranet site.

DEDUCTIONS

You irrevocably authorise Us to deduct, from any monies that We owe or are due to pay to You, whether or not actually paid under these terms, any sums in lieu of regulatory and tax payments in line with the local laws, including overpayments that You owe to Us.

REGULATORY REQUIREMENTS

You are required to comply with all reasonable requests, training, instructions and regulations (whether statutory or otherwise) which apply to Your employment from time to time including any

relevant requirements of the relevant regulator, including maintaining and demonstrating competence for Your role. It is Your responsibility to familiarise Yourself with all such regulations and requirements as made available to You by the Company.

WILLIS TOWERS WATSON (COMPANY) POLICIES

The Company has several policies, directives and procedures (together "**Policies**"). These Policies are available to You on the Company's intranet site. You are required to familiarise Yourself and comply with all Company Policies, Directives, Guidelines and Procedures as established and amended from time to time. These policies and directives are critical to the successful operation of the Company and failure to comply with any of them shall result in disciplinary action and may carry serious consequences, including termination of Your employment.

Misconduct: If at any time during your employment, any representation You have made is found to be misleading or untrue or You are found to be guilty of any act of conduct or misconduct or any breach or negligence in terms of this Agreement or dereliction of duties, disobedience of the instructions given to You from time to time, disorderly behaviour, offence, absenteeism, failure to comply with Company Policies, dishonesty or disloyalty (collectively referred to as "**Misconduct**") the management may, with or without any notice, determine Your employment with the Company, if proven. Misconduct will be dealt with the Company's Disciplinary Action Policy, under-performance or poor performance will be dealt with Company's Performance Improvement Programme and breach or negligence or dereliction of duties or disobedience of the instructions given to You from time to time shall be dealt under Consequence Management Policy

RETIREMENT AGE

The retirement age is fifty-eight (58) years. For the purpose of retirement age, the date of birth provided by You at the time of employment and so recorded by the Company shall be final.

TERMINATION OF EMPLOYMENT - [AFTER PROBATIONARY PERIOD]

After satisfactory completion of Your Probationary Period or upon Your confirmation, either Willis Towers Watson or You may terminate this Agreement, without assigning any reasons thereto, by giving written notice to the other side in accordance with the following notice period schedule below by taking into account of Your level of employment at the time written notice is given.

NOTICE PERIOD SCHEDULE

CAREER LEVEL	NOTICE PERIOD
Level 83 to Level 63	Two Months
Level 58 and above	Three Months

In the event, You do not attend work during Your Notice Period due to illness or accident or other exigencies, Company reserves the right to extend Your Notice Period for such period of absence or waive off the Notice Period and relieve You at its absolute discretion.

In the event You terminate this Agreement and do not serve the full notice period, You hereby agree to make a payment to the Company in accordance with the Liquidated Damages Schedule or Your

base compensation for any balance notice period that has not been served by You, whichever is higher as Liquidated Damages.

For the avoidance of doubt, (i) You may utilize Your accrued leave(s) during the Notice Period as per Company policy, however, the Company may at its discretion extend your Notice Period by such utilized leave(s), (ii) Pay in lieu of Notice Period by You is at the sole discretion of Willis Towers Watson and shall be payable on the base compensation in favour of Company, (iii) You shall not be eligible and forever forego any claim for STI (Short Term Incentives), performance-related incentives or bonus once the written notice is given by You.

The Company shall not be obliged to provide You with work at any time after Notice of Termination is given to You or otherwise. The Company may, at its discretion, make a payment in lieu of Your Notice Period and/or require You to comply with such conditions as the Company may specify in relation to Your duties with respect to attending or staying away from the place of business, communicating with any clients, suppliers, Prospective Clients and/or employees of the Company.

On termination of Your employment for whatsoever reason, You must immediately return to the Company, all Company and the Group Company property in Your possession or control including, but not limited to, reports, documents, computer disks, working papers and any other information (in whatever form) received in the course of Your employment within 7 days of termination of this Agreement.

LIQUIDATED DAMAGES

In the event, You terminate this Agreement without serving the full Notice Period or in the event of any breach of this Agreement which results in immediate termination, You hereby agree and undertake to make a payment as per the Liquidated Damages Schedule considering the grade of employment at the time written Notice is given or at the time Your employment is terminated, along with applicable taxes in accordance with the local regulations, separately for each breach under this Agreement. Liquidated Damages are genuine pre-determined estimated of damages (not being a penalty) which will be caused to the Company should You breach any terms of this Agreement.

LIQUIDATED DAMAGES SCHEDULE

CAREER LEVEL	LIQUIDATED DAMAGES	NON-COMPETE
Level 83 to 78	INR 1,00,000/- (One Lakh Rupees only)	INR 1,50,000/- (One Lakh Fifty Thousand Rupees only)
Level 73 to 63	INR 2,00,000/- (Two Lakh Rupees only)	INR 3,00,000/- (Three Lakh Rupees only)
Level 58 to 48	INR 3,00,000/- (Three Lakh Rupees only)	INR 6,00,000/- (Six Lakh Rupees only)
Level 43 and above	INR 6,00,000/- (Rupees Six Lakh only)	INR 10,00,000/- (Ten Lakh Rupees Only)

NON- COMPETE

You hereby confirm and acknowledge that during employment with the Company you shall receive, be privy and have access to confidential information about the Company as well as its Clients. The

Company is obligated to protect and confine the use of such confidential information and the Company will be irreparably damaged should such confidential information be obtained by its Competitors or any third-party service providers. You hereby agree, acknowledge and confirm that **Aon plc** (Aon Corporation), **Marsh and McLennan** (MMC including Guy Carpenter, Mercer and Jardine Lloyd Thompson), **Arthur J. Gallagher & Co.** (AJ Gallagher), **Puma-Trafigura** (not limited to Puma Energy Processing Services LLP and Trafigura India Private Limited) along with its share holding companies, group companies, joint venture partners and those providing service to same are (together and separately), "Competitors".

You agree and undertake that during the course of Your employment and for a period of six (6) months after ceasing employment with the Company, You shall not, either alone or in concert with others, directly or indirectly, be employed by, act as an employee, advisor, partner, manager, investor, consultant, agent, officer, director, or independent contractor for, or otherwise be engaged with the Direct Competitors and in the event of breach, You agree and undertake to make a payment equivalent to the applicable predetermined Liquidated Damages as per the Liquidated Damages Schedule above.

You further agree and acknowledge that the Company shall without prejudice to its other rights, have the right to obtain suitable injunctive orders restraining You from taking up such work with the Direct Competitors, to ensure compliance with this condition.

You furthermore agree that the Company shall be entitled to notify Your next employer, partner, or any other person with whom You may be associated about the obligations contained herein and any breach by You of the same.

ENTIRE AGREEMENT

Save where otherwise stated to the contrary this Agreement contains the entire agreement and understanding between us and supersedes any previous contract of employment and/or statement of terms and conditions of employment between Us whether oral or written.

The Company reserves the right to make reasonable changes to any terms of Your employment and the Company Policies on the Company's intranet site, for example, to reflect changes in legislation, case law and normal working practices, and You agree to be bound by those amendments. You will be provided with notice of any substantial changes by letter or by internal e-mail; more minor or cosmetic changes will be notified to You through the HR pages on the Company's intranet site.

GOVERNING LAW AND JURISDICTION

This Agreement will be construed in accordance with the laws of the Republic of India and You and We irrevocably submit to the exclusive jurisdiction of the courts in Mumbai without having regard to the conflicts of law provisions thereof, if applicable. In the event that any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

All claims, disputes, or questions of any nature, or difference whatsoever arises out of or in connection with Your employment or relating to the construction, meaning, scope, operation or effect of this Agreement or breach thereof (together "Dispute"), whether during or after the termination of this Agreement, shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration (Arbitration and Conciliation Act, 1996 as amended) and the award made in pursuance thereof shall be binding on the Parties. The arbitration shall be referred to a sole arbitrator who will be appointed by mutual consent by the parties hereto, the proceedings shall be held in

Mumbai and the language used for the proceedings shall be in English.

MISCELLANEOUS

Conflict or Inconsistency: In the event of a conflict between the terms of this Agreement, terms of prior employment agreements and the Company Policies, the terms and conditions of this Agreement will prevail.

CONDITIONS OF OFFER

This offer of employment is conditional on You satisfying the following conditions:

Accuracy of Information: The information You provide to us about Yourself must be accurate and up-to-date. We will make enquiries either directly or by using a third party to make the necessary verifications. By accepting this Offer, You consent to Us making such enquiries either directly or via an authorised third party and to release of the necessary information for the sole purpose of verification.

Eligibility to Work in the Republic of India [For Foreign Nationals/Citizens]: That You are, and continue to be, legally entitled to work in the Republic of India and (prior to the commencement of Your employment), You providing the Company with documentary evidence of Your right to work in the Republic of India in compliance with the requirement of The Foreigners Act, 1946, related Immigration Rules/Orders of India including the Foreigners (Report to the police) Order, 2001. Please provide a copy of Your documentation confirming Your right to work in the Republic of India. (Supporting Documents List, is available under the General Information Section of the Onboarding Portal or You may refer the official immigration website of India or You may contact the Global Mobility Team for assistance). You should bring the original documents on Your first day of employment with Willis Towers Watson and You are required to submit a copy of such immigration-related documents with Willis Towers Watson for Our records and You agree to comply with the Social Security Laws of India and all other applicable laws of India. You will notify the company immediately if You cease to be entitled to work in the Republic of India at any time during Your employment and it shall be Your responsibility to ensure that You renew Your work permit well in advance.

References and Pre-Employment Background Investigations: Willis Towers Watson has engaged a third-party agent to collect and process certain personal information about You in order to conduct references and background checks in connection with Your application for employment. Willis Towers Watson must be satisfied with the investigations it carries out on the references, past-employment and education history You provide. In addition, it must be satisfied with its checks on criminal and police records and licensing checks, which includes those maintained by both public and private sector organisations to the fullest extent permitted by law. Willis Towers Watson will conduct the appropriate background checks either directly or via a third party and Willis Towers Watson may warrant to Clients that such checks have been conducted. Failure to clear any of the background verification checks shall lead to automatic termination of this Agreement.

Pre-Employment Health Assessment Questionnaire: Our occupational health provider may contact You with instructions to complete an online pre-employment health questionnaire. The purpose of the questionnaire is to see whether You have any health problems that could affect Your ability to undertake the duties of the role You have been offered or place You at any risk in the workplace. The results are confidential and are not shared with Willis Towers Watson, except to the extent to which Willis Towers Watson may need to recommend adjustments or assistance because of this assessment to enable You to perform the role You have been offered.

Campus Recruits [IF APPLICABLE]: If this offer of employment is subject to campus recruitment, You agree that this Offer of Employment stands automatically cancelled if You fail the examinations that were considered under this Agreement on the date of the result being published by the university and You agree not to stake a claim of employment under this Agreement.

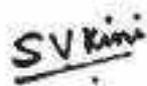
Additional Obligations: 'You shall hold a valid PAN card and Passport at all times during Your employment. PAN card number or copy needs to be submitted with HR no later than thirty (30) days from the date of this letter and non-submission of PAN shall attract higher tax deduction. Further, You agree to provide a clear legible copy of all Your previous employment records, educational qualification(s) records, valid government identity proof and valid address (temporary and permanent) proof on or before the date of joining.

Code of Conduct: All Willis Towers Watson employees are required to apply the highest ethical and professional standards to their work as reflected in the Company's Code of Conduct including any other Willis Towers Watson Policies. This Code clarifies rules You are expected to follow in performing Your job in accordance with a commitment to the principles of integrity, respect and professionalism.

This offer will remain valid for forty-eight hours from the receipt of this letter and non-acceptance shall automatically revoke this offer.

We look forward to You joining us soon and look forward to Your acceptance of the terms and conditions of employment

For **Willis Towers Watson**
WTW Global Delivery and Solutions India Private Limited



Sandhya Vinayak Kini
Director - Human Resources

Accepted and Agreed

Signature: _____

Name: _____

Date: _____

Appendix 1

Restrictive Covenant Clause

You acknowledge that whilst performing Your duties for the Company or for any company within the Group, You are trusted with information, knowledge, and know-how concerning the Business and operations conducted by the Company. You, therefore, agree the following obligations are reasonable and necessary to protect the legitimate business interests of the Company and/or other companies within the Group.

For a period of 12 months after You leave the Company's employment for whatever reason (voluntary or involuntary) less any period during which You are not required to attend for work pursuant to any agreed garden leave arrangements, You shall not without the prior written consent of the Company, whether on behalf of Yourself or any other person, firm or company in competition with the Company or the Group, directly or indirectly:

- i) solicit; or
- ii) seek to procure orders from; or
- iii) provide services to; or
- iv) transact or handle business or otherwise deal with; or
- v) approach, canvass or entice away from the Company or the Group; or
- vi) participate in client relationship management activities with respect to

the business of any Client (or additionally, in respect of sub-paragraphs i) and ii), a Prospective Client) of the Company or the Group with whom in the course of Your duties You or any person who reports directly or indirectly to You have had material dealings at any time during the 12 months prior to Your employment.

For a period of 12 months after You leave Willis Towers Watson's employment for whatever reason (voluntarily or involuntarily), You will not directly or indirectly encourage, solicit or induce any employee of the Company or the Group with whom You have worked in 24 months prior to the termination of Your employment, to leave his or her employment, where the departure is intended for the benefit of You or Your new employer or any other organisation carrying on a business in competition with the Company or the Group.

The Parties agree that the failure to comply with the covenants set forth in this clause and the Confidential Information clause of this Agreement cannot be reasonably or adequately compensated (as per the Liquidated Damages Schedule) in damages in an action at law and breach of these provisions will cause Willis Towers Watson irreparable harm. Therefore, in addition to the other remedies which may be available to it, in law or in equity, Willis Towers Watson shall be entitled to injunctive relief with respect to a breach of any of the covenants set forth in this clause and the Confidential Information clause of the Agreement.

If You breach any of the covenants set out in this clause, You agree to pay all costs (including legal fees) incurred by Willis Towers Watson in establishing that breach and in otherwise enforcing any of the covenants or provisions of this clause.

The Parties agree that, if any court or other competent authority finds a covenant set forth in this clause and the Confidential Information clause of the Agreement unenforceable with respect to scope or duration, the court or other authority may modify the covenant to make it enforceable to the

maximum extent permitted by law or the agreement shall be enforced with such modifications as required to be compliant with Applicable Law read into the Agreement.

Each part of this clause constitutes an entirely separate and independent restriction. If any part of this clause is held illegal, invalid or unenforceable, in whole or in part, it will not affect the validity of the remainder of this clause and any part held illegal, invalid or unenforceable will not be considered terminated, but will be amended to the extent necessary to make it valid and enforceable.

If any payments are due from You to the Company, including Liquidated Damages set out hereinabove, the same shall be recoverable by the Company even against Your legal heirs, legal representatives, successors, administrators and executors.

The failure of Willis Towers Watson to enforce any term of this clause or to require the performance of any provision hereof will not be considered a waiver of such term or of Willis Towers Watson's right to enforce the same or other terms of this clause.

For the purpose of this clause the following definitions shall apply:

"Business" means the business of a type carried on by the Company or by any other company in the Group at the date Your employment terminates.

"Company" means Your employing entity, any company in the Group and any predecessor and/or assigns thereof.

"Group" means the Company and any parent undertaking and/or associated undertaking of the Company.

"Client" means any person, firm, company or other organisation who or which as at the date Your employment terminates or at any time during the 12 months prior to that date:

- a. gives or is in the habit of giving instructions directly or through an Intermediary to the Company or any other company in the Group concerning the Business; or
- b. is supplied or is in the habit of being supplied directly by the Company or any company in the Group or indirectly through an Intermediary with services relating to the Business; or
- c. is an insured or reassured or an Intermediary having influence over the introduction or facilitation of securing of the Business with the Company or any other company in the Group; or
- d. were directly or indirectly solicited by You and/or to which You directly or indirectly provided services and/or directly or indirectly participated in any client relationship management activities.

"Intermediary" means any person, firm or company by or through or with whom or which the Business is introduced and/or facilitated on behalf of an insured or reassured whether or not such intermediary derives any financial benefit from the arrangement.

"Prospective Client" means any person, firm, company or other organisation engaged in substantive negotiations (which have not yet finally been concluded) with the Company or with any other company in the Group in the 12 month period up to the date Your employment terminates for the supply of services by the Company or any other company in the Group in relation to the Business and in which negotiations You were directly or indirectly involved.

Appendix 2

PRIVATE AND CONFIDENTIAL

Salary - Annual Compensation Details

Name: Ian Kolamparambil

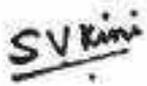
Title: Trainee

Career Level: 83

Particulars	Annual (INR)
Basic	167306
House Rent Allowance	66923
Conveyance	19240
Festival Bonus	13932
Special Allowance	268687
Shift Allowance	0
Company's Contribution to Provident Fund	21600
Company's Contribution to ESIC	0
Base Compensation (A)	557688
Premium for Group Gratuity	8047
Premium for Group Medical Policy	24683
Premium for Group Personal Accident Policy	647
Premium for Group Life Insurance Policy	8935
Benefits and Gratuity Cost (B)	42312
Total Cost to Company (A+B)	600000

Your compensation shall be subject to statutory deductions under the prevailing law.

For WTW Global Delivery and Solutions India Private Limited



Sandhya Vinayak Kini
Director - Human Resources

About WTW

At WTW (NASDAQ: WTW), we provide data-driven, insight-led solutions in the areas of people, risk and capital. Leveraging the global view and local expertise of our colleagues serving 140 countries and markets, we help you sharpen your strategy, enhance organizational resilience, motivate your workforce and maximize performance. Working shoulder to shoulder with you, we uncover opportunities for sustainable success — and provide perspective that moves you. Learn more at [wtwco.com](https://www.wtwco.com).

Candidate Declaration

Candidate Name: Ian Kolamparambil

Business Unit/ Team: Segment Technology

Designation offered: Trainee

Shift Timing offered [1]: 1:30 pm-10:30 pm

We would like you to read, understand and acknowledge the following:

Job Profile and Shift timing:

- i) I have read and understood the job description shared with me for the said role
- ii) I am in acceptance to the initial shift timings offered
- iii) I also understand that Willis Towers Waston (“Company”) reserves the right to transfer me to any other role, business group, location and can change my shift timings as per business requirement, at its sole discretion

Compensation and Benefits:

- i) I understand that the salary and benefits provided by the Company are as indicated in the draft offer
- ii) I understand that incentive/bonus and/or merit increase is subject to performance appraisal and payout criteria of the Company
- iii) I agree to keep the confidentiality of the offer made by the Company

Transport Boundaries:

- i) I am aware of the transport boundaries that the Company operates within
- ii) I understand that the nodal transport service offered by the Company is from fixed pick-up points
- iii) I understand that the focused transport service (i.e. home pickup/drop) is offered based on shift timings
- iv) I understand that unless I reside within transport boundary, I am not eligible for Transport Services during the term of my employment.

Background Verification:

- i) I understand that my employment with the Company is subject to clearing all the checks related to the Company’s Background Verification (BV) process and should meet the Company’s guidelines and standards
- ii) I also understand that I need to submit all the relevant documents requested by Human Resources (HR), for the purpose of employment, within 48 hours of receipt of this email
- iii) I understand that I need to furnish any additional/supporting documentation as required by the HR
- iv) I understand that I need to present originals of all mandatory documents on my date of joining
- v) Failure to submit any of the relevant documents requested by HR would result in my Letter of Intent being revoked

I, the undersigned hereby declare and state that all information submitted as part of my job application with Willis Towers Watson is true and accurate to the best of my knowledge. I understand that in the event of my information being found false or incorrect at any stage, my candidature/appointment shall be liable to cancellation/termination without notice. I state that I have clearly read and understood the above statements and or declarations. I further confirm that I shall always abide by the terms and conditions of the offer of employment with Willis Towers Watson.

Candidate Signature: _____

Candidate Name: Ian Kolamparambil

Date _____

[1] Shift timings are currently managed with 8 hour window due to office space and transport constraints and shall be reversed to 9 hours when said constraints are resolved.

July 29, 2022

Mr. Vinyas Vasu

Email id: crce.8949.ce@gmail.com

Sub: Letter of Intent - Quantiphi Analytics Solutions Private Limited ('Company')

Dear Vinyas Vasu,

We are pleased to offer you the position of **Intern - Machine Learning Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company").

Your salary during the course of full-time employment will be **INR 8,50,000/-** annually on a cost to company basis.

Fixed Component	QCDP Reward	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

As a part of your onboarding process, you will undergo a four-month internship ('Virtuverse') with us and thereby leading to confirmation as a full-time employee based on your performance.

'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc.

During the period of internship, you will be paid a fixed amount of INR 23,000/- per month as stipend and all other allowances/benefits will be shared with you by February 2023.

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company.

The Letter of Intent needs to be accepted within 48 hours, else it will be considered as null and void.



Authorized Signatory
Mohini Palchowdhury
(Head - Human Resources)



7/29/2022
Agreed and Accepted
Vinyas Vasu



TIAA Global Business Services (India) Private Limited

Registered office: 7th Floor, Winchester Building
Powai Business District, Powai,
Mumbai, Maharashtra – 400076

CIN: U72901MH2016FTC279876
Phone: +91 22 62298000

February 20, 2023

Liny Mathew

D/O Mathew Koshy Room No 507 b wing hill view complex s m d road Opposite
Sanatorium near cgs sector 1 antop hill VTC Mumbai PO Antop
hill Sub District Mumbai City District, Mumbai- 400037
Maharashtra
India

Dear Liny:

It is with great pleasure that we extend you a Contingent offer of employment, based provisionally upon your eligibility, qualification and Back Ground Verification parameters being met in a timely manner, at TIAA Global Business Services (India) Private Limited ("GBS") or ("the Company"), which is a subsidiary of Teachers Insurance and Annuity Association of America ("TIAA") incorporated in India. This offer is subject to the following terms and conditions:

1. Position and Probation

1.1 You will assume the responsibility of Trainee, Software Developer with a start date on or before July 24, 2023 as discussed with your Human Resource representative.

1.2 You are assigned to work out of our Mumbai, India - Winchester Building Location.

July 29, 2022

Mr. Ishaan Sanjeev

Email id: loombaishaan@gmail.com

Sub: Letter of Intent - Quantiphi Analytics Solutions Private Limited ('Company')

Dear Ishaan Sanjeev,

We are pleased to offer you the position of **Intern - Business Analyst** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company").

Your salary during the course of full-time employment will be INR **8,50,000/-** annually on a cost to company basis.

Fixed Component	QCDP Reward	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

As a part of your onboarding process, you will undergo a four-month internship ('Virtuverse') with us and thereby leading to confirmation as a full-time employee based on your performance.

'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc.

During the period of internship, you will be paid a fixed amount of INR 23,000/- per month as stipend and all other allowances/benefits will be shared with you by February 2023.

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company.

The Letter of Intent needs to be accepted within 48 hours, else it will be considered as null and void.



Authorized Signatory
Mohini Palchowdhury
(Head - Human Resources)

Agreed and Accepted
Ishaan Sanjeev



TIAA Global Business Services (India) Private Limited

Registered office: 7th Floor, Winchester Building
Powai Business District, Powai,
Mumbai, Maharashtra – 4000076

CIN: U72901MH2016FTC279876
Phone: +91 22 62298000

February 20, 2023

Brendan Xavier Lucas
S/O Xavier Lucas 622, Manik CHS LTD,
S J Marg, Lower parel Opp Kamat medical store
Delisle road, Mumbai- 400013
Maharashtra India

Dear Brendan:

It is with great pleasure that we extend you a Contingent offer of employment, based provisionally upon your eligibility, qualification and Back Ground Verification parameters being met in a timely manner, at TIAA Global Business Services (India) Private Limited (“GBS”) or (“the Company”), which is a subsidiary of Teachers Insurance and Annuity Association of America (“TIAA”) incorporated in India. This offer is subject to the following terms and conditions:

1. Position and Probation

1.1 You will assume the responsibility of Trainee, Support Analyst with a start date on or before July 24, 2023 as discussed with your Human Resource representative.

1.2 You are assigned to work out of our Pune, India Location.



To,

Name : Kaustubh Krishnanand Mishra

Re: Important information post your clearance of the interview process during the Campus Visit

Dear Kaustubh Krishnanand Mishra,

This confirms you have cleared the initial interview process. Your journey for getting an Offer of Employment from Accenture has just begun. Please go through this communication to acquaint yourself of the various actions that your candidature will go through before a release of Offer of Employment by Accenture.

- **Document verification and checks** -Post accepting this Letter of Intent, you will have to submit certain prerequisites / documents. The Offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer, we would like you to accept the offer within 14 Days from the day you receive the Offer Letter.

At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process as well as using any unethical, unauthorized or wrongful/unfair means during any assessments or during the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked with immediate effect.

- **Information on Accenture's Fundamental Skill Primers - Learning Module** - As part of providing our new joiners a unique learning experience, Accenture proposes an online learning program – Fundamental Skill Primers. We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.
 - The learning module of this program is typically made available to potential new joiners to give them a reasonable time to learn at their pace and comfort.
 - After completing the Fundamentals Skill Primers Learning the potential new joiner will need to go through the Fundamental Skill Primers assessment

- After a new joiner has completed the Fundamental Skill Primers Program; they will need to undergo further Accenture stream specific trainings and assessments.

Each of such assessments including Primer assessment will add towards the final score. A min. of 60% will needed to be scored for successful clearance. If they are unable to score 60% in the first attempt, they will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning program.

If potential new joiners are unable to complete the Accenture specific stream training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

By completing 100% of Fundamental Skill Primers online modules before the Fundamental Skill Primers assessment and scoring 75% or above in the Fundamental Skill Primers assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

We wish you the best of this journey and congratulate you on clearing the interviews. Your proposed compensation for the ease of information and subject to release of an offer of employment by Accenture is as mentioned in **Annexure A**. Specific details will be mentioned in your formal offer letter.

Annexure A

- Career Level - 12
- Proposed role - **Application Development Associate**
- **Annual fixed compensation** for the fiscal will be **INR 3,83,000**; it includes allowances and statutory benefits and will be structured in accordance with the Company's policy.
- **Local Variable Bonus** - At your career level, the maximum annual target variable pay-out is estimated as **INR 32,500**. The pay-out that you receive will depend but not limited to your performance achievement and performance of Advance Technology Centers, India in the current company fiscal year.
- **Maximum Annual Total earning potential – INR 4,15,500 /-**
- **Joining Bonus** - You are also eligible for a joining Bonus of **INR 25,000**; payable upon successful completion of initial training as per company process.
- **Additional Notional Benefits: Gratuity** for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic) – **INR 6,400 /-**
Notional Insurance Premium paid by Company – **INR 11,400 /-**
- **Annual Total earning potential + Additional Notional Benefits – INR 4,58,300/-**

You may be required to relocate for project deployment to any part of India and work in 24X7 shifts basis business requirement

Please note, the above is informative and not exhaustive, specific details will be in the Offer Letter

“This is an electronically generated document does not require signatures”

JPMORGAN CHASE & Co.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.

A handwritten signature in black ink, appearing to read "Jamie", with a large, stylized initial "J" to the left.



06-Apr-2023

Candida Noronha
501, Datar Mansion, Shivaji Nagar Road,
Santacruz East.
-400055
MUMBAI
Maharashtra
INDIA

Dear Candida Noronha,

Your Employment by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 08-Apr-2023.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.

APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

You will join us as a/an Full-time Analyst in the Software Engineer Program, Class of 2023, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

A2. Employment Commencement Date

Your employment is expected to commence on 07-Aug-2023. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Mumbai, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

A4. Remuneration

Your total fixed pay will be INR 13,00,000 per annum and comprises the following components:
Rupees p.a.

1. Basic Salary	3,90,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,95,000
4. Provident Fund	46,800
5. Special Allowance	6,28,200
A. Total Fixed Pay	13,00,000

Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR1,50,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.

Relocation Lump Sum

You will be paid a one-time Relocation lump sum of INR1,25,000/-, which is taxable and will be paid within a reasonable period after your start date. The relocation lump sum coverage includes the cost of air and tickets, other transportation and hotel stay of your choice.

If you resign or are terminated for any reason other than job elimination (as determined within the company's discretion) within 12 months of your commencement date, you agree to reimburse the Company in full for the amount of any relocation lump sum you have received in connection with this employment offer. This reimbursement shall become due and payable within 30 days of your last day of employment with the Company. Further, the Company may seek reimbursement by withholding any other payments not yet paid to you at the time you leave the firm.

A5. Probationary Period

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

A8. Retirement Scheme

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.

APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Mumbai, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
 - i) you are not in breach of any prior employment contract;
 - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii) you are not subject to any other employment or any contractual post-employment restraints
 - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

B1.4 Your retirement age will be as per Company's policy and subject to satisfactory completion of your probation period and provided that your employment is not terminated.

B2. Remuneration

B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.

B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum payable to you any withholding and other taxes levied or payable.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any

and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the [JPMorgan Chase Bonus Recoupment Policy](#) and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

B4. Termination

- B4.1 Your employment may be terminated as follows:
- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
 - b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;
 - ii) seriously breach the Code of Conduct and any other Company policies;

- iii) disobey the Company's lawful and reasonable instructions/requirements;
 - iv) habitually neglect your duties; or
 - v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.
- B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:
- (a) suspend you from the performance of any duties or assign you alternative duties;
 - (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
 - (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
 - (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
 - (e) remove your access to the Company premises and computer systems;
 - (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
 - (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.
- B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.
- B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.
- B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.
- B4.6 During any Notice Period:
- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
 - b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.
 - c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave

B5.1 Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

B5.2 Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time.

B5.3 Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

B6. Confidentiality

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

B8. Post Employment Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.
- B8.4 In this paragraph B8:
- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
 - b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
 - c) "Restricted Client" means any person:
 - i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.
 - d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.
- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

B9. Code of Conduct and Staff Regulations and Affirmation

B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:

- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
- (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.

B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.

B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.

B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

B11. Retirement Benefits

B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

B12. Miscellaneous

B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.

B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.

B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation

payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

B13. Contract Execution

B13.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B14. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai courts in relation to any dispute arising in connection with your employment and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and preclear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts

2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict as interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating

compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

APPENDIX D – SPECIFIC CONSENTS

You are required to provide specific consents in accordance with the applicable laws, details of which are provided in Annexure 1 and 2 respectively. It is essential that you carefully read/understand and specifically agree to the same.

Annexure – 1

Please read the following statements carefully. The term "J.P. Morgan" as used in these statements, refers to and is defined as including, either jointly or individually, J.P. Morgan Chase & Co., and/or any of its subsidiaries and affiliates and related body corporates (as defined in the Corporations Act, 2001 (Cwlth)), and/or their respective officers, agents, or employees.

Verification: The information I have provided in this Statement of Information is accurate to the best of my knowledge and subject to verification. I understand that any untrue statement or misrepresentation of fact in any of these statements to any extent, at J.P. Morgan sole discretion, may be grounds for terminating my employment with J.P. Morgan with immediate effect in accordance with the terms and conditions set out in J. P. Morgan Offer Letter.

Security Procedures: At all times during the performance of services for J.P. Morgan, I shall abide by all applicable J.P. Morgan security standards, guidelines and procedures, including, where applicable, those set forth in J.P. Morgan Data Security Policies and Standards Manual and Technical Users: Security Policies and Standards Manual.

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship

which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195awa of the Copyright Act, 1968 (Cwlth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

Moral Rights: I consent to do all such acts and deeds and fully assign to J.P. Morgan any and all moral rights in respect of all Developments and works made or to be made by me in the course of my employment with J.P. Morgan. I agree and acknowledge that I may be required to submit my name, likeness, statements, voice, photographic image, videos and any other information or material ("Material") to J.P. Morgan from time to time in relation to my employment with to J.P. Morgan. I hereby understand, fully agree and freely consent to and I represent and warrant the following to and for the benefit of to J.P. Morgan:

I have full legal authority, including all necessary intellectual property rights, to submit this Material to J.P. Morgan on behalf of myself or anyone depicted in the Material. If this Material contains any name or likeness of an individual under the age of 18 years or an incapacitated adult, I represent and warrant that I have the full legal authority to submit this Material on their behalf.

If I have voluntarily agreed with/been engaged by J.P. Morgan to create any Material, I hereby expressly undertake to hand over all the Material to the designated representative of J.P. Morgan and irrevocably consent to the use, publication, retention and /or destruction of the same by J.P. Morgan. I hereby grant to J.P. Morgan all right, title and interest in and to the Material without royalties or other compensation and agree that J.P. Morgan alone has the exclusive right to create copies of the Material, prepare derivative works based on the Material, distribute copies of the Material and / or publicly display.

In the event I have created the Material, I confirm and agree that the Material is my own original work, is not copied, and does not contain any third-party materials and/or content that I do not have permission to use. I further warrant and represent that the Material is not obscene, defamatory or in breach of any applicable legislation or regulations.

I consent and grant permission to J.P. Morgan and any applicable media agencies acting on behalf of J.P. Morgan, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute and publish the Material or for any other information I provide in any media now or hereinafter developed for any purpose in which J.P. Morgan engages, including any promotion, advertisement or other conduct of trade, without royalties, payment or any other consideration. I irrevocably authorize J.P. Morgan to edit, alter, copy, exhibit, publish or distribute the Material for purposes of publicizing programs on the J.P. Morgan intranet or for any other lawful purpose in India and in any other country. I agree that the Material will not be returned to me. I waive the right to inspect or approve any finished product of the Material, including written or electronic copy, wherein my or that of any person's likeness appears.

I will not hold J.P. Morgan liable or responsible for the Material that are lost, delayed, misdirected or incomplete or cannot be delivered for any technical or other reason. J.P. Morgan shall not be liable for any loss or damage resulting from submission or publication of the Material.

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use

thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

This Agreement and Release is deemed to be made under and shall be construed according to the laws of India and subject to the exclusive jurisdiction of Mumbai Courts. J.P. Morgan – Pre Employment Screening

Confidentiality of Information: I agree that I shall hold on trust for J.P. Morgan Chase & Co, including its subsidiaries and affiliates (respectively or jointly) (JP Morgan) and shall not use, except for the purposes of the performance of my duties during my employment with J.P. Morgan, or disclose to any other party any Confidential Information (as such term is hereinafter defined) which may be disclosed to or created by me in connection with the course of my employment with J.P. Morgan. As used herein, the term "Confidential Information" means any information which relates to confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage medium including but not limited to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures, know-how, inventions, training methods or other information relating to the business and other operations of either J.P. Morgan, any affiliate of J.P. Morgan, or any client, customer or vendor of J.P. Morgan and all copies and reproductions thereof, whether or not owned or developed by J.P. Morgan, except such information which is in the public domain at the time of its disclosure to me or which subsequently enters the public domain other than as a result of a breach of duty on my part. I agree that, upon J.P. Morgan written demand for whatever reason, I shall immediately deliver to J.P. Morgan any and all notes, drawings, documents, manuals, diskettes and other m

copies or excerpts thereof and confirm to J.P. Morgan, in writing, the return or destruction of the same. I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon J.P. Morgan written demand and I shall immediately cease to use the Confidential Information. The obligations imposed by this clause shall survive the term of my employment with J.P. Morgan with respect to the performance of services, or of my employment or assignment to render services in connection therewith. I understand and agree that any breach of these confidentiality obligations will cause J.P. Morgan irreparable damage and J.P. Morgan shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

Annexure- 2

Consent for Use, Transfer and Verification of Personal Data

1. This consent is for collecting, using, holding, receiving, possessing, storing, dealing, transferring, disclosing or handling ("Use") your Personal Information (defined below) (including your Sensitive Personal Data or Information(defined below)) from you (collectively, "Personal Data") in connection and during your employment with J. P. Morgan Services India Private Limited ("Company")("Consent").
2. You understand and give consent that during the course of your employment, whether direct or indirect, the Company will U s e your Personal Data or any other related document/agreement for the purposes set out below or for any purpose ancillary or incidental thereto as may be relevant for the Company for its business purposes in the course of my employment ("Purpose"):
 - 2.1 personnel administration, including administration of certain employee benefits such as medical and insurance benefits;
 - 2.2 processing applications for employment and regulatory licensing (if applicable);

- 2.3 compensation related activities, including reviewing salaries, bonuses and other benefits administration and attachment of wages/salaries to comply with legal obligations;
- 2.4 job grading, recruitment activities and employment background checks;
- 2.5 performance and talent management, consideration for promotion, training, termination or any relevant decision-making for the ongoing management of the employment relationship;
- 2.6 consideration of eligibility and administration of staff loans and other benefits;
- 2.7 training and monitoring compliance with internal policies of the Company, JPMorgan and applicable laws;
- 2.8 internal and inter JPMorgan for matching procedures;
- 2.9 processing payroll or tax or other employment and statutory benefits;
- 2.10 providing employee references (with consent from employee);
- 2.11 complying with mandatory reporting obligations and other legal requirements and disclosures required by law enforcement agencies;
- 2.12 enabling you to discharge your business duties, including to procure a consumer report or an investigative report for;
- 2.13 any other lawful purpose connected with a function or activity of the Company; and/or
- 2.14 any other purpose required under any law for the time being in force.

"Personal Information" means any information that relates to you, which, either directly or indirectly, in combination with other information available or likely to be available with JPMorgan, is capable of identifying you. "Sensitive Personal Data or Information" means such personal information which consists of information relating to your:

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;
- (vi) Biometric information;
- (vii) any detail relating to the above clauses as provided to the Company in relation to your

employment or contractual relationship with the Company; and

- (viii) any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
3. You understand and give consent that your Personal Data collected by the Company will be handled in accordance with the reasonable security practices and policies and procedures of the Company and JPMorgan and that the procedures and policies may change from time to time and that it shall be your responsibility to keep myself updated on the same.
 4. You understand and give consent that the Personal Data collected from you by the Company may be transferred or disclosed by the Company, when such transfer or disclosure of Personal Data is necessary for the Purpose stated in Clause 2 above, to:
 - 4.1 any of its affiliates, subsidiaries, associate companies or branch in the JPMorgan group of companies ("JPMorgan"), whether in India or any other country;
 - 4.2 any agent, contractor, or third party service provider who provides administrative, telecommunications, computer or other services to JPMorgan in connection with the operation of its business;
 - 4.3 any other person under a duty of confidentiality to JPMorgan, which has undertaken to keep such information confidential, including clients of JPMorgan;
 - 4.4 any person seeking employee references;
 - 4.5 any actual or proposed purchaser of all or part of the business of JPMorgan or, in the case of any merger, acquisition or other public offering, the purchaser or subscriber for shares in any entity which is part of JPMorgan;
 - 4.6 third parties in the form of directories of names and office telephone numbers of key officers of JPMorgan for promotional and administrative purpose; and
 - 4.7 any statutory, regulatory, governmental authority, body or association and/or to other third parties where such disclosure is required by applicable law or regulation.
 5. You give consent to the Company, JPMorgan and any adviser, agent, contractor, service provider of JP Morgan or any persons or organizations acting on its behalf, to verify and process information and documentation presented by you or any other third party on your employment application/resume and relating to your engagement with JP Morgan (including Personal Data and complete details of your).
 6. You hereby grant authority for the bearer of this Consent, with immediate effect, to access or be provided with details of your previous employment records held by any company or business for whom you have previously worked.
 7. Upon a request made by you, you may review the Personal Data provided by you to the Company in order to ensure the authenticity of such Personal Data. In the event, any Personal Data provided by you to the Company is found to be inaccurate or deficient, you may request the Company to correct or amend the records as feasible and in accordance with the internal policies and process of the Company. It is your responsibility to keep the Company updated with regard to your Personal Data as and when there is a change in the information provided by you to the Company. The Company shall not be responsible for the authenticity of the Personal Data provided by you. Failure to provide Personal Data or failure to provide consent to the Company or withdrawal of consent given to the Company required for the Purpose stated in Clause 2 above or such other purpose as the Company may notify to you from time to time may result in the Company being unable to process the job application or continue to have you in employment with the

Company or provide employment related benefits.

8. You understand, agree and given your consent to the Company to appoint or replace any person (if any), collecting, processing or retaining the Personal Data in its sole discretion.
9. You agree that you will not withdraw your consent provided hereunder unless the same is communicated to the Company in writing. You further understand and agree that notwithstanding the fact that you may withdraw your consent, the Company (and any entity to which the Company may have transferred the Personal Data to) may need to retain/share/disclose your Personal Data, if required under any law for the time being in force.
10. You understand that the Personal Data collected from you is required in connection you're your employment with the Company. In the event that you withdraw such consent, notwithstanding anything to the contrary that may be contained in any statement, agreement, affirmation, undertaking or letter in regard to your employment with the Company, the Company would have the absolute right to discontinue providing such services/ benefits/ amenities in connection to which the Personal Data was collected and take any other action in this regard on just and reasonable grounds without any further notice or liability.
11. Requests for access to Personal Data or correction of Personal Data, or for information regarding policies and practices of JPMorgan and kinds of Personal Data collected and stored by the Company must be made in writing to accessHR at links to which are available on the Company's Intranet and marked to the attention of the "Data Privacy Officer".
12. You agree that in the event that you have any reasonable queries / objections in relation to any of the aforesaid, you will bring the same to the attention of the Company in writing.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000



Barclays Global Service Centre Private Limited

Registered Office: 5th to 12th Floor (Part)

Building G2,

Gera Commerzone SEZ,

Survey No. 65,

Kharadi,

Pune – 411014

CIN – U72200PN2007FTC132479

Tel: +91 20 67160007; Fax+91 20 67161800

www.barclays.com

27 April 2023

Sven Rohan Noronha
House No-87, Vadavali Village,
Near Darga Naka, Palli, Vasai,
Naigoan West, Vadavali, Bassein,
Thane
401201

Dear Sven Rohan,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed are a Summary of Key Terms, any applicable Schedules and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment terms with Barclays ("**Employment Letter**").

The Employment Letter refers to the Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) as these are a central part of everything we do. The Values as well as our purpose and behaviours, will have formed a key part of your selection process when being offered a role at Barclays. You will be expected to act in accordance with the Values as a Barclays employee, and in particular, to follow our Code of Conduct (known as the Barclays Way). More information on this, and how we 'live' the Values will be available prior to and on joining Barclays.

This offer is conditional upon you satisfying Barclays recruitment and screening conditions and procedures and where applicable, the appropriate regulatory approvals. To start the process you will need to complete an application form. If you have not already received it, you will receive a link to the site shortly.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India. You will also need to sign one copy of your Employment Letter (enclosed) confirming, that you have read, understood and accept the terms. You must return this on your first day of employment.

We look forward to welcoming you to Barclays.

Yours sincerely

Sarada Srinivas
Head – HR Operations and Payroll

Summary of Key Terms

Introduction to this Section

This section is intended as an "at a glance" summary of the key terms of the offer to you. You must, therefore, read these terms in conjunction with any applicable Schedules and the enclosed Detailed Terms and Conditions which together comprise your Employment Letter.

Name Sven Rohan Noronha

Employing Company Barclays Global Service Centre Private Limited ("the Company")

Position Your role will be Graduate Analyst, BA3 (or equivalent), or such other role as the Company reasonably decides from time to time.

Start Date 10 July 2023, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above.

In addition to the terms set out elsewhere in the Agreement, this offer of employment is contingent upon successful completion of your current degree prior to your anticipated start date. Successful completion of your degree means that it is completed within the specified timelines highlighted in your application and that your final degree classification matches or exceeds the predicted results stated in your application to Barclays. It is your responsibility to inform our recruitment team immediately, if you suspect that your grades will be lower than those predicted. Your start date for the purposes of continuous employment is as set out above.

Working Hours Your hours of work will be an average of 40 per week. Rest intervals and breaks are separate from the 40 hours of work.

The Company is operational 24 hours a day, 365 days a year, so depending on your business function, your working days and hours may involve day and night shifts, and working on weekends/weekly offs and holidays, as permitted under applicable laws. Your manager will inform you if you are required to work in a different shift.

You will devote sufficient time to your duties. Subject to applicable laws, you may be required to work such additional hours as are required for the proper performance of your duties as per any applicable Company policy, which may require that you attend the office, or be available to fulfil your function, outside normal hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice and in accordance with applicable laws.

Initial Place of Work You will initially be based in LTS – Barclays Global Service Centre, Gera Commerzone SEZ, Survey No.65, Village Kharadi Pune 411014.

However, your place of work will be determined in line with the requirements of the scheme at Barclays' sole discretion. It is a condition of your employment that you agree that you may be required to work or travel to any branch or office (in India or overseas). Where you are required to work outside of India, additional terms and conditions may apply to your employment, which will be provided at the relevant time.

Probationary Period Your employment is subject to a probationary period of 6 months, or such additional period as the company may in its discretion consider necessary.

Salary

Components	In INR Per Annum
Basic salary	462,000.00
House Rent Allowance	231,000.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	462,000.00
Annual Salary	1,155,000.00
Provident Fund (Employer's Contribution)	55,440.00
Gratuity (per Company policy)	22,212.00
Total Fixed Pay	1,232,652.00

Salary will be payable on a monthly basis, subject to applicable taxes, duties, cesses, and other statutory deductions, and is currently paid on or around the 24th (or the prior working day if the 24th is not a working day) of each month. The estimated CTC above does not create any contractual right to any such payment.

You may be eligible to receive discretionary allowances as mentioned above or otherwise, subject to and in accordance with the Company's policy on such allowances / flexible benefit pay component of the salary, subject to amendment from time to time by the Company, to reflect changes in law, tax, or other reasons. These allowances may be reduced or withdrawn.

Your allowances will be paid along with your salary as mentioned above, subject to applicable taxes, duties, cesses and other statutory deductions.

Other Payments

The Company agrees to pay you a one-off non-pensionable scholarship and bursary payment of Rs.100,000.00 (the "Scholarship and Bursary Payment") in recognition of your studying costs. The Scholarship and Bursary Payment will be paid within 90 days from your date of joining Barclays. The payment will be made subject to applicable tax and / or other withholdings or deductions as required by law or regulation.

As agreed by you, this Scholarship and Bursary Payment will be subject to your compliance with the following requirements:

You will be required to repay the Scholarship and Bursary Payment net of any taxes or other deductions or withholdings as required by law or regulation within 30 days of any of the following occurring:

- you have terminated your employment voluntarily (or have given the Company notice to terminate your employment) within 12 months of your start date; or
- you are dismissed for gross misconduct or fundamental breach of contract or for a serious breach of the Risk and /or Compliance requirements of the Barclays Group (or you have been given notice to terminate your employment for these reasons) within 12 months of your start date; or
- you fail to satisfy the pre-employment conditions of as set out in this Agreement or as otherwise determined by the Company.

The Company may adjust this repayment amount from any amount payable to you by any Barclays Group company. The Scholarship and Bursary Payment should not be interpreted as giving rise to any right to or legitimate expectation of any other award, nor is it any assurance as to the level of any award which may be made to you in future, which will be at the Company's discretion.

You were also given an opportunity to join your employment without the Scholarship and Bursary Payment and therefore your liability to repay the amount, as has been mentioned above, in no case to be considered as a deterrent to restrict your employment for a specific term.

Qualifications/ Examinations

It is a condition of your employment and continued employment with the Company that you successfully complete any professional qualification and/or examination as may be required and notified to you by the Company from time to time, including without limitation any qualifications or

examinations required by the Regulator. You will be expected to pass all exams within a predetermined period and/or within one or more sittings, which shall be set out in the Company policy.

Subject to the terms set out below and the Company policy, the Company will be responsible for the cost of any first attempts at any such qualification with our preferred provider, including study books and associated examination fees. You should refer to the Company policy for details.

If you do not pass any exam or obtain a qualification within the period specified or within the relevant number of attempts (which may in some cases only be one) the Company reserves the right to terminate your employment

In the event that your employment is terminated for gross misconduct, or if you resign from the Company or otherwise terminate your employment or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company, you will be required (except where a qualification or examination is required by the Regulator) to repay to the Company the following sums in full within 30 days:

- 100% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment at any time during your course of study, or within six months of completing your course of study, or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company; or
- 50% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment within six twelve months of completing your course of study

Any such sums owed by you to the Company will be deducted from any sums due to you from the Company or, if such a deduction is not made, will be deemed to be due as a debt from you to the Company.

Discretionary Incentive Award

You may be eligible to be considered for a discretionary incentive award on an annual basis, at the absolute discretion of the Company and subject to you being eligible at the relevant time. Normally, awards are made in the first quarter, in respect of the previous financial year.

Statutory and Other Benefits

You will be eligible for various statutory benefits in accordance with the relevant laws. You will also be eligible to participate in the Company's benefits scheme, details of which are set out in the attached flyer which does not form part of your contract or have any contractual effect.

Any benefits are subject to the relevant policies/plans from time to time in force. The Company reserves the right to change the benefits or policies/plans from time to time.

If the Company pays or reimburses any expense on your joining the Company towards your relocation from your current place of stay to your place of posting as agreed between the Company and you, if your employment ends less than one year after the Start Date you confirm that you will pay to the Company (or alternatively Company may set-off against/ write off) any amount paid or reimbursed in respect of such relocation from the amount payable to you.

Annual Leave

You are entitled to avail annual leave which includes privilege leave, casual leave and sick leave entitlement in accordance with the applicable laws in the state of your Place of Work. Further details are included in the Detailed Terms and Conditions and on your intranet.

Notice Period

Either you or the Company may terminate your employment by giving two months written notice, however, the Company may terminate your employment with immediate effect in accordance with applicable Company policies.

Any reduction/ waiver to notice period shall be at the sole discretion of the Company. Company may adjust balance of annual leaves, while granting such reduction/ waiver.

Further information on Notice is included in the Detailed Terms and Conditions.

Overtime

Employees who are eligible under applicable laws to be paid Overtime for work beyond normal working hours, will be paid for the same in accordance to the applicable State laws at your Place of Work.

Further details in regard to Overtime are included within the Additional Time Guidelines available on the company's Intranet.

Data Privacy

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of the Barclays Group (the "Agreed Purposes"). Processing includes obtaining, holding, editing, destroying and disclosing employee information to any Barclays Group company and its employees and/or any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, lawyer/ law firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) for the Agreed Purposes ("Processing" or "Process").

For the Agreed Purposes, the Company may transfer employee information to any Barclays Group company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) in order to Process employee information for the Agreed Purposes.

You confirm that you will provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include transfers to recipients based in another country to your place of employment (either within or outside the European Economic Area) with different levels of protection of your personal data to India.

You confirm that the Company and/or any Barclays Group company may monitor and/or record your use of office equipment, for example, e-mail, internet (including chats and blogs), telephones and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

Aforesaid clause/ conditions shall apply to information relating to your family members/ relatives with respect to insurance policy, emergency contact details, etc., in accordance with prevailing Barclays'/ Company policy. It is your responsibility to inform such individuals that their data will be processed in this manner and to obtain their consent.

Confidentiality

It is important that you recognise that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company, the Barclays Group and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any stricter policy which applies to your role.

Post- Termination Restrictions

In protecting the interests of the Company, you must not, for a period of 3 months from the termination date of your employment:

- approach, solicit or deal with any person, firm, company or other entity who is or was a customer/supplier of Barclays Group and with whom you had material dealings within the 12 months period immediately prior to your termination.
- solicit or entice, or attempt to solicit or entice away or engage or employ any director, officer or employee in the Barclays Group

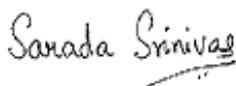
Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.

Acceptance

In accepting the terms of this Employment Letter, you confirm that all information provided by you to us in connection with this offer of employment (including at interview) is true and not misleading. You further confirm that you will notify us of any change in that information between the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre-employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the enclosed Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you acquaint yourself with the terms of all such policies, guidelines, processes and procedures. This Employment Letter set out the complete and exclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have received, read, understood, accept and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,



Sarada Srinivas
Head – HR Operations and Payroll
27 April 2023

I have read, understood and accept the terms of this Employment Letter (including the terms set out in any applicable Schedules and the Detailed Terms and Conditions section). I have been given an option not to accept these terms and thereby, not to join the Company and to seek appropriate Legal advice to understand interpretation of these terms.

Signature: _____

Date: _____

Taleo Number: 00283033
Contract Type: India Grad Offer Letter

Detailed Terms and Conditions

Introduction

About the Detailed Terms and Conditions

The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company and the Barclays Group expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that the Barclays Group has developed to reflect our values, purpose and behaviour and as part of our high performance culture and, in accordance with your contractual obligations, must be adhered to at all times. Further information and policies can be found on your own business unit intranet site.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most admired financial services companies in the world. From time to time, our policies and procedures do change and you must familiarise yourself with them on joining and periodically throughout your employment. References in the Detailed Terms and Conditions to a policy, practice, guideline and / or process generally are references to the relevant policy, practice, guideline and / or process in force at the relevant time.

These detailed terms and conditions also refer to the Barclays Values which must be adhered to at all times. The Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) are set out on your own business unit intranet site.

You should also refer to Appendix 1 which sets out definitions of the terms used in the Detailed Terms and Conditions.

Your Detailed Terms and Conditions of Employment

1. Introduction to this Section

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment terms with the Company and are referred to in this document as "Employment Letter". By signing the Employment Letter you confirm that you have read, understood and accept the terms set out in the Detailed Terms and Conditions.

2. Pre-employment and ongoing conditions

- 2.1 Your confirmation in the employment will be subject to successful completion of the Probationary Period as mentioned in the summary of terms or such additional period as the Company considers necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.
- 2.2 You understand that the Company's offer of employment is made to you subject to and conditional on the completion of certain pre-employment procedures and processes. You certify that the information that you have provided in connection with completion of the procedures and otherwise in connection with this offer of employment (including at interview stage) is true and accurate both at the time it is given and on the Start Date. The Company reserves the right to carry out screening checks on all employees, and such procedures may include but are not limited to:
 - (a) receipt of references and documentary proof that are satisfactory to the Company that you are legally entitled to reside and work in your country;
 - (b) completion of credit checks to the satisfaction of the Company;
 - (c) where criminal record checks are applicable to your role, completion of those checks to the satisfaction of the Company;
 - (d) if requested by the Company, a medical examination by the Company's medical advisers;
 - (e) where Regulator approval for your appointment is required and such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator; (iii) receipt of documentary proof that you hold the appropriate and relevant qualifications; and
 - (f) the Company receiving a signed copy of the Terms from you.
- 2.3 Whilst every effort will be made to complete all the checks and processes in the pre-employment procedures before your Start Date, this may not always be possible. In case you are employed prior to completion of the pre-employment procedure, the Company may terminate your employment at any time on minimum statutory notice if the check reports are not up to our satisfaction or the procedures are not completed within a reasonable period of time.
- 2.4 This offer of employment and your continued employment is also subject to your obtaining, holding and continuing to hold all applicable qualifications, licences and registrations as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your continued employment is conditional on such approval either: (i) being obtained; or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator (or other relevant regulatory body).
- 2.5 You shall be liable and responsible to inform and update your latest contact and address details, in the records of the Company, from time to time. Failure to comply may constitute gross negligence on your part.
- 2.6 You should not engage in any matter which would or could be anticipated to result in a conflict of interest between you and the Company.

2.7 This offer of employment and your continued employment is also subject to your successful completion of certain trainings (such as Communication & Culture and/or other process and policy trainings accreditations) that may be assigned to you by the Company from time to time. In case you remain absent for more than 2 days during these training programs or you become unable to qualify the trainings to the satisfaction of the Company, the Company shall have the sole discretion to take appropriate action including termination of your employment forthwith in accordance with provisions of Clause 18.1 (e) viii of the detailed terms and conditions of this Employment Letter. In case of your absence due to any personal emergency, your Line Manager shall on his/her sole discretion and upon evaluation of the reason of your absence, may recommend the Company to realign you for the next available training within a period of 30 days of your returning from absence. In case you are realigned for the next training as mentioned above, there may be possible change in process and/ or compensation on account of such realignment. If for any reason you do not agree to the realignment terms or no such realignment is possible within a period of 30 days of your returning from absence, the Company shall have the sole discretion to terminate your employment forthwith in accordance with provisions of Clause 18.1 (e) viii.

3. Place of Work and Mobility

Your place of work is as set out in your Summary of Key Terms. However you may need to travel to other locations and offices as reasonably required in the performance of your duties. You confirm that you will travel to such places (both inside and outside India) as the Company may reasonably require from time to time. Should the Company need to permanently change your place of work, you will be given reasonable notice of any such change (acceptable in e-mail/ letter format).

4. Duties

4.1 During your employment with the Company you confirm that you will:

- (a) act in a manner consistent with and which supports our values, purpose and behaviours and in particular the Barclays Values;
- (b) devote the whole of your working time and attention to the business of the Company and the Barclays Group;
- (c) diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business and that of the Barclays Group to the best of your ability and with integrity, due skill, care and diligence;
- (d) use your best efforts to promote and protect the interests of the Company and the Barclays Group and not do anything to harm those interests;
- (e) comply with all reasonable requests, instructions and regulations given by the Company and the Barclays Group and promptly provide such explanations, information and assistance as to your activities in the business of the Company and the Barclays Group as they may reasonably need;
- (f) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Letter, nor (without the prior written consent of the Company) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever provided always that such activities are in compliance with Barclays policies on outside or external business interests. This paragraph will not prevent you holding for investment purposes only, shares or securities which do not exceed three per cent (3%) in nominal value of the share capital or stock of any class of any company quoted on a recognised stock exchange;
- (g) not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of the Barclays Group, its clients, customers or shareholders. Barclays recognises that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance control room or compliance contact aware of the issue immediately. You must not act in relation to the matter, without their written direction or approval; and
- (h) report any actual or proposed unlawful activity or behaviour affecting the Barclays Group by you or any other employee, officer, contractor of the Barclays Group or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to your HR Business Partner or a member of your Compliance team) immediately on becoming aware of it.

5. Salary and allowances

Your salary will be paid on a monthly basis on or around the last working day of each month and is subject to applicable taxes, duties, cesses and other applicable withholdings. All tax liabilities arising out of your entire remuneration package, present or future, shall be borne by you. Your salary and any allowances will accrue on a daily basis and will be paid pro rata if you are employed for part of a month.

Your salary will be reviewed annually without commitment to increase. The Company may deduct from any payments to you any money owed by you to any Barclays Group company in accordance with the applicable laws.

Your acceptance to these terms shall confirm your consent to the Company making payment of your salary, compensation, award, incentive/ bonus etc. by way of credit to bank account with the bank of Company's choice or via such other mode as the Company may deem appropriate.

6. Discretionary incentive award

- 6.1 You may be eligible to be considered for a discretionary incentive award on an annual basis. The value, form, conditions of delivery and timing of any such awards are at the Company's discretion. This discretion includes the right to make the award or a proportion of the award in a form other than cash, including an award of Shares and to defer an element of an award under the terms of a Barclays Group incentive plan.
- 6.2 Any discretionary incentive award will only be made if, at that time, you are in employment and are not under notice (whether given or received) nor under suspension or investigation for a regulatory or disciplinary matter.
- 6.3 If you are subject to any investigation or disciplinary process at the time when communication, payment or making of any payment and/or award would otherwise occur, then the delivery of that payment and/or award will be suspended. If on conclusion of any investigation and/or disciplinary process, you are dismissed for gross misconduct or cause and / or have committed any serious breach of the Risk and / or Compliance requirements of the Barclays Group, then no payment and / or award will be made to you. If no disciplinary action (or disciplinary action short of dismissal) is taken against you, then a payment and / or award may be made to you after the conclusion of that process. However, the amount of any award and / or payment to which you are entitled may be reduced by the Company in its sole discretion. For the avoidance of doubt, any award and / or payment may be reduced to nil in such circumstances.
- 6.4 Notwithstanding paragraph 6.3, any unpaid or unvested award (or portion of an unpaid or unvested award) may be reduced (to nil if appropriate) at the Company's discretion and to the extent permitted by applicable laws. For the avoidance of doubt, the Company may exercise its discretion including as a result of:
- (a) Barclays PLC or any subsidiary's financial statements having been materially restated for the period for which the award was made other than restatement due to a change in accounting policy or to rectify a minor error; or
 - (b) Your actions having, in the reasonable opinion of the Remuneration Committee, following consultation with the Company:
 - i. deliberately misled the management of the Company, the market and/or Barclays PLC shareholders regarding the financial performance of Barclays PLC or of any subsidiary;
 - ii. caused harm to the reputation of the Barclays Group;
 - iii. amounted to misconduct; negligence, incompetence or poor performance ("misconduct", "negligence", "incompetence", and "poor performance" as determined by the Remuneration Committee acting in good faith, following consultation with the Company); or
 - (c) The Barclays Group or any of its subsidiaries, in the reasonable opinion of the Remuneration Committee, following consultation with the Risk Committee, has suffered a material failure of risk management.
- 6.5 Should the Company become aware that the amount of any award that has been paid or released to you was calculated on the basis of any false, incorrect or misstated information, then, the Company may, within one year of any such payment or release being made, request that you will repay as a debt to the Company the amount (or any part of the amount) as may be determined in the Company's sole discretion and to the extent permitted by applicable laws. You confirm that in the event a repayment obligation arises the Company is authorised to deduct the appropriate amount from your salary or any other

amounts due to you (including in instalments) as it determines in its discretion and to the extent permitted by applicable laws.

- 6.6 A payment of cash and / or a release of Shares or other instruments under an award will be subject to tax and other applicable withholdings, taxes, duties, cesses, deductions and will be subject to the rules of any applicable incentive plan.
- 6.7 Whether you are eligible to receive a discretionary incentive award, and if so, the amount shall be determined at the absolute discretion of the Company. You have no contractual right, whether express or implied, to receive an award at all, or an award of any particular amount, and the making of an award in any year does not give rise to any obligation on the Company to make an award in any future year. For the avoidance of doubt, your employment may be terminated by the Company at any time, for any reason, in accordance with clauses 18 or 19 of this Employment Letter and the exercise of that right to terminate is not limited or fettered by any term (express or implied).
- 6.8 Within Barclays, certain (usually senior) roles are designated as 'Material Risk Taker' ("MRT") roles. Where you are a MRT for any particular year you will be notified of this during or following the end of the relevant year. At any time during the seven year period from the date on which any variable remuneration is awarded to you in respect of a period for which you are a MRT (the "Relevant Variable Remuneration"), if Barclays determines that:

(a) your actions or omissions have, in the reasonable opinion of Barclays amounted to misbehaviour or material error; and /or

(b) Barclays or the relevant business unit has suffered a material failure of risk management, then, without prejudice to Barclays other remedies, Barclays may require that you repay an amount, not exceeding the value of the Relevant Variable Remuneration. The repayment shall be of such value as may be determined in Barclays discretion acting in good faith, to such Barclays Group Company and on such terms as Barclays may direct.

In respect of paragraph 6.8 (b) above, Barclays shall take into account your proximity to the applicable failure and your level of responsibility before any request for repayment is made. In respect of paragraphs (a) and (b) above, before any request for repayment is made, Barclays shall take into consideration whether you (i) have participated in, or were responsible for, conduct which resulted in significant losses to the Barclays Group or (ii) failed to meet appropriate standards of fitness and propriety.

For the avoidance of doubt, the whole or any part of the Relevant Variable Remuneration can be clawed back if Barclays makes its determination within seven years from the date that the Relevant Variable Remuneration was awarded to you even if an event falling within (a) or (b) above occurred prior to the date of award.

The determination of what constitutes "misbehaviour", "material error", "material failure of risk management", "significant losses" and "appropriate standards of fitness and propriety" shall be determined by Barclays acting in good faith.

You confirm that in the event Barclays makes a repayment determination, you shall repay the amount subject to that determination within the time period specified in the determination. You further confirm and provide authorisation for Barclays to deduct the appropriate repayment amount from your salary or any other amounts due to you, to the full extent permitted under local law, whether from Barclays or any other Barclays Group company.

You acknowledge that (in addition to its rights at clause 16 (Amendments to terms and conditions of employment) the terms of this clause 6.8 may be amended by Barclays to the extent deemed reasonably necessary in order to comply with law, regulations or guidance published by any regulatory authority or other relevant authority from time to time.

This clause shall apply in addition to the general right of repayment set out in clause 6.5 of the Employment Letter.

7. Statutory and Other Benefits

- 7.1 You will be eligible for various statutory benefits as mentioned in the Summary of Key terms and in accordance with the relevant laws.
- 7.2 The Company operates or may operate a benefits programme for its employees and your benefits are/will set out in full in the attached benefits brochure (except the statutory benefits mentioned above, these benefits do not form part of your contract of employment or have any contractual or other legal effect).
- 7.3 The Company has the right at its absolute discretion to amend or withdraw the benefits at any time and without any compensation or notice to you and / or replace any benefit with an alternative at its discretion.
- 7.4 Participation in any benefits scheme is subject to the rules of the relevant schemes, which may vary from time to time, and is subject to you satisfying any applicable requirements of the insurers or third party providers (where relevant). Your

participation may be excluded where, in Barclays opinion, cover can only be obtained on the basis that exceptional conditions or unusually high premiums are imposed or levied by the insurer or provider.

8. Annual Leave

- 8.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The dates of the annual leave year may be changed. You are obliged to take all your annual leave entitlement in the relevant year, unless a policy/Handbook applicable to you states otherwise, in which case leave may only be carried over subject to and in accordance with those terms and applicable law. Your annual leave dates must be agreed in advance with your line manager. You will be allowed to carry your unutilised privileged leaves over to the next annual leave year, subject to the limit and restrictions as may be defined in the company policy and subject to the applicable laws. There is no provision of encashment of unutilised leave (including in case of termination of employment), except where such encashment is mandated by law applicable at the place of your employment at the relevant time.
- 8.2 If your employment begins during an annual leave year, your annual leave entitlement (plus any Bank or Public Holidays which fall during this period), will be calculated pro rata. During the probationary period you may only take such annual leave as has accrued in your favour up until the time of taking such leave. Any unutilised leave at the time of cessation of employment shall lapse and any payment to be made in lieu of the unutilised leave shall be at the sole discretion of Barclays unless mandated by the applicable law. If you have taken more leave than your accrued entitlement, you shall be required to repay to the Company an amount equivalent to any holiday taken in excess of your pro rata holiday entitlement, and the Company is authorised to deduct the appropriate amount from your final salary instalment or any other sum owed by the Company to you at the Termination Date.
- 8.3 In accordance with regulatory guidelines and the Company's policies, the Company may require you to go on a mandatory block leave.

9. Intellectual Property

- 9.1 For the purposes of this paragraph:

"Intellectual Property Rights" means (i) copyright and related rights, patents, know-how, confidential information, database rights, Inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Invention" means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded in any medium; and

"Works" means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

- 9.2 You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your employment (whether conceived, or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You confirm that you will provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.
- 9.3 You confirm that you will only use the Works to perform your obligations under Employment Letter and that you will not make personal copies of any Works other than for the purposes of your employment with the Company.
- 9.4 It is understood that all Intellectual Property Rights created by you in the course of your employment shall be "work for hire". You acknowledge that you have, and will have at all times while you are employed by the Company, a special obligation to further the interests of the undertakings of the Company, and that all Works and Intellectual Property Rights in the Works will automatically, on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.
- 9.5 To the extent that the Works and Intellectual Property Rights do not vest in the Company or the Barclays Group automatically, you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights vest absolutely in the Company.
- 9.6 You confirm that you will immediately, upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and Intellectual Property Rights in the Works in the Company, to enable

the Company to enjoy the full benefit of the Intellectual Property Rights, and to enable the Company to enforce its Intellectual Property Rights against third parties or defend claims brought against the Company in relation to any Intellectual Property Rights.

- 9.7 By signing Employment Letter you accept and confirm to assign to the Company or a member of the Barclays Group (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You confirm that such assignment shall be perpetual, worldwide and royalty free. You also confirm that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and confirm that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.
- 9.8 You unconditionally and irrevocably waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is or may become due to you.
- 9.9 When this Employment Letter expires or terminates, for whatever reason, you will immediately deliver up to the Company all Works in your possession or under your control, and under no circumstances may any Works be retained by you except with the prior written consent of the Company.
- 9.10 Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Employment Letter will become due to you in respect of your compliance with this Section 9.

10. Confidentiality

- 10.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company and/or any other Barclays Group company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter, where the Company has given written consent or disclosure is required by law, where the information is already in or comes into the public domain (other than by your unauthorised disclosure).
- 10.2 During your employment or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information belongs to the Barclays Group and must be returned by you either at any time during the course of your employment on the request of the Company and immediately on termination of your employment.
- 10.3 For the purposes of this Employment Letter, "Confidential Information" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of the Barclays Group, or any of its customers, clients, suppliers or agents. This includes but is not limited to:
- (a) commercially sensitive information or trade secrets;
 - (b) corporate and marketing strategy, business development plans, sales reports and research results;
 - (c) business methods and processes, technical information and know-how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;
 - (d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;
 - (e) information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales and/or current or anticipated trade union/employee disputes;

(f) information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any current or former director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action;

(g) budgets, management accounts, trading statements and other financial reports;

(h) unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and

(i) any other information which any member of the Barclays Group or any of its employees or consultants has identified (orally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.

10.4 You shall not solicit business for the Company from any clients belonging to your previous employer/s in breach of your terms of employment with your previous employer. You shall not use any confidential information that came to your knowledge in the course of your previous employment/s while working with the Company. You undertake to indemnify the Company against any action that the Company may face on account of your actions in breach of your obligations to your previous employer/s.

11. Regulatory compliance and dealing codes

11.1 The nature of the Barclays Group's business is such that it is authorised and regulated by the appropriate Regulator.

11.2 It is your responsibility to know, understand and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the rules which apply to you, you must contact the Compliance team within your business area.

11.3 If you are a Regulator approved person (or any equivalent status with any other regulator) you must comply with the Regulator's Statement of Principles and Code of Practice for Approved Persons (or meet the applicable standards). Failure to meet these Principles / Standards and / or to comply with this Code of Practice (or other applicable standards) may result in investigation by the regulator, applicable regulator and/or the Company, and / or disciplinary action being taken against you by the Company which may result in the termination of your employment.

11.4 You confirm that you will be bound by and will comply with the Barclays Group Share Dealing Code and with any more stringent dealing rules applicable to you or the area of the business in which you work. In particular, you agree not to make any investment, directly or indirectly, in any company or business which is a customer or client of the Barclays Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.

11.5 Any incentives or compensation payable to you by any member of the Company or Group Company (under this Employment Letter or otherwise, including any guaranteed amounts and including, where applicable, the payment and settlement schedule and split of cash and Shares as set out in this Employment Letter) are subject to limitation or modification to the extent reasonably deemed necessary by the Company including in order to remain consistent with Barclays remuneration policy (as amended from time to time) or to comply with laws and regulations, including any regulations or guidance published by the Regulator from time to time.

12. Expenses

There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location for a meeting. Any expenses must be pre-approved and claimed promptly and will be reimbursed to you in line with our procedures, a copy of which can be found on your intranet.

The Company at its sole discretion may bear certain expenses on your training, learning and developmental needs, subject to your acceptance of the terms and obligations as would be mentioned in the agreement ("Training Agreement") that may be executed with you.

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, post completion of the said trainings/ programs/courses, as the case may be and/or to compensate the Company by paying an agreed sum as liquidated damages. Your specific obligations will form part of the Training Agreement to be executed with you. For the execution of the Training Agreement, you may be asked to get a surety to undertake your obligations under the terms of the Training Agreement.

Unless otherwise agreed in the Training Agreement, any breach of the terms of the said Training Agreement, will be considered as the breach of the terms of this Letter.

13. Attendance at work

- 13.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours or more on a given day, your normal working hours would additionally include up to a daily one hour break.
- 13.2 From time to time, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

14. Sickness Leave

- 14.1 If you are unable to work through ill health or injury you will be entitled to sick leave in accordance with the policy on Leave and Holidays, which can be found in the Company's Intranet. The Company reserves the right to only approve sick leave of more than two consecutive workdays if certified by a medical practitioner of the Company's choice, and you hereby confirm that you co-operate with such an examination and to authorise the full disclosure of any resulting report to Barclays.
- 14.2 The payment of salary and any allowances during periods of sickness will be subject to as prescribed under the applicable laws and you following the requirements regarding notification and certification of absence as set out in this Employment Letter, on your intranet and the Company being satisfied that you are unable to work due to illness or injury.

15. Other absences from work

Approval should be obtained in advance from your line manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your line manager as soon as possible. Absence without approval and / or explanation will be dealt with under the disciplinary procedure which could result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

16. Amendments to terms and conditions of employment

- 16.1 The Company reserves the right to review, revise, amend, replace or withdraw the contents of these Terms and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in legislation or regulation from time to time.
- 16.2 For the avoidance of doubt, where the Company retains a discretion under these Terms (including but not limited to the discretion to make incentive award(s) to you, any matters considered in the decision whether to make such an award and the value, form, conditions and timing of delivery of any such award(s)) such discretion cannot be limited or fettered in any way other than by consent between you and the Company which is documented formally in writing on the Company's headed paper by an authorised member of the Human Resources Department.

17. Allocation of duties and transfer within the Barclays Group

You confirm that the Company will be entitled at any time and with [prior notice (where required by applicable law) to: (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or (ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of the Barclays Group as it will in its absolute discretion determine; and/or (iii) second you on a temporary or permanent basis to work for any company in the Barclays Group or to a third party and/or (iv) transfer your employment and its rights and obligations to another company in the Barclays Group.

18. Leaving Barclays

18.1 Subject to paragraph 2 of these Detailed Terms and Conditions the Company and you may each terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms. In addition:

(a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during any probationary period that may apply to you as set out in your Summary of Key Terms;

(b) your employment shall be conditional on your ability to start work on the agreed Start Date. If you are unable to do so, you will have no entitlement to receive any payment or other benefit whatsoever from the Company or the Barclays Group;

(c) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time which may include failure to comply with any policies and/or procedures including those referred to in the Detailed Terms and Conditions, lack of competence, serious breach of the Terms including improper or unethical behaviour;

(d) Your contractual and normal retirement age is 60 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve written notice; and

(e) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you:

- i. are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or
- ii. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring any member of the Barclays Group or yourself into disrepute or may damage the business or affairs of the Barclays Group; or
- iii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Employment Letter (or otherwise fail or refuse to carry out the duties assigned to you); or
- iv. have breached or otherwise failed the Barclays Group sanctions screening policy or process; or
- v. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or
- vi. materially breach the rules of the Regulator; or
- vii. breach any Barclays Group rules on anti-bribery or anti-corruption;
- viii. don't obtain or maintain the accreditation(s) or qualifications that you are required to have (in the Company's opinion, or according to relevant regulators or professional bodies) to be able to work in your job profile
- ix. be repeatedly absent without leave or absent without leave for a period exceeding 14 days.

This sub paragraph is not exhaustive and does not restrict any other right which the Company may have (whether at common law or otherwise) to terminate your employment summarily.

18.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in lieu of notice period. In respect of the Damages, the Company reserves the right to set-off against/ write off as amount payable/ withhold from the salary and/or any allowances. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

18.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

18.4 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:

- (a) immediately return to the Company all vehicles, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (security pass, business cards, etc) relating to the business of or belonging to the Barclays Group, together with all copies of any such documents that you have in your possession or under your control;
- (b) irretrievably delete any information relating to the business of the Company or the Barclays Group stored on any computer or storage device and all information derived from the same in your possession or control and held outside of any Barclays Group premises;
- (c) resign with immediate effect from any offices or appointments you hold within or connected to the Barclays Group; and
- (d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.

19. Payment in lieu of notice

- 19.1 The Company reserves the right in its sole and absolute discretion to terminate your employment and your terms with immediate effect (whether or not notice has been given by either party) by giving notice in writing to you of its intention to make a payment in lieu of notice and, if it does so, the Company shall make you a payment in lieu of notice, equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion (the "Payment in Lieu"). Where the Company elects to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date specified by the Company, regardless of when the Payment in Lieu is paid
- 19.2 Any Payment in Lieu will be paid less tax and any applicable withholdings. You will not be entitled to receive any payment in respect of holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.
- 19.3 Any Payment in Lieu may be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu may at the Company's discretion be paid as a lump sum within one month of the Termination Date or in equal monthly instalments from the date on which notice is served until what would have been the end of the Notice Period provided always that if after exercising its discretion to make a Payment in Lieu the Company becomes aware of any grounds that would permit it to summarily terminate your employment any payments due under this clause 19.3 will cease to be payable and the net value of any Payment in Lieu that has been received by you shall be repaid as a debt to the Company within 30 days of the Company notifying you of this repayment obligation.

20. Garden leave and suspension

- 20.1 The Company may suspend you at any time from the performance of all or any of your duties:
- (a) for the whole or any part of any applicable Notice Period; or
 - (b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to an investigation by a regulatory authority or an investigation under the Company's disciplinary procedure).
- 20.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of the Barclays Group (other than as a customer) and may require you to:
- (a) not speak to, contact or otherwise communicate with or engage with any director, consultant, agent, contractor or employee of any member of the Barclays Group other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of the Barclays Group unless they are members of your immediate family;
 - (b) at any time to carry out such special projects or duties commensurate with your abilities as the Company shall in its absolute discretion determine;
 - (c) meet with representatives from the Company in order to facilitate a handover of work and provide assistance with ongoing business activity; and
 - (d) take any holiday which you have accrued.
- 20.3 During any period of suspension:
- (a) your employment with the Company and this Employment Letter will continue and you will continue to be bound by your obligations under it (except as expressly set out in this paragraph) including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company; and
 - (b) you shall continue to receive your basic salary and all contractual benefits in the usual way.

21. Post termination restrictions

- 21.1 You confirm to the Company (for itself and as trustee and agent for each member of the Barclays Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, firm, company or other entity:

(a) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date approach, solicit or deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company or the Barclays Group and with whom you had material dealings in the course of your employment with the Company or in respect of whom you were aware of material and confidential information, in both cases within the 12 month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the business of the Barclays Group; and

(b) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date solicit or entice away or attempt to solicit or entice away or employ or engage any director, officer or employee of executive status in the Barclays Group with whom you had material dealings within the 12 months period immediately prior to the Termination Date. For the purposes of this paragraph "employee of executive status" will include without limitation any employee of the Barclays Group with a corporate grading Managing Director, Director, Vice President (or equivalent grades, or anything which replaces these grades) and any employees of the Barclays Group with a lower corporate grading where in the 12 months prior to the Termination Date, you have had line manager responsibilities in relation to that employee or they have had line manager responsibilities or have been engaged in work or projects which in the Company's reasonable opinion are key to its business and / or mean that they are in possession of material and confidential information relating to the Barclays Group.

21.2 Each of the restrictions contained in this paragraph are considered by the parties to be reasonable in all the circumstances as at the date of this Employment Letter. However, the parties acknowledge that if any one or more of such restrictions will be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Barclays Group, but would be enforceable if words were deleted or one or more of the duration, range of activities and area covered were reduced in scope, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Letter and it is confirmed that each restriction in this paragraph will be construed as separate and individual restrictions.

21.3 You confirm that if, during either your employment with the Company or the period of the restrictions set out in this paragraph you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offeror as soon as reasonably practicable after receiving the offer.

22. Further terms

22.1 No omission to exercise or delay in exercising any right, power or remedy of the Company under this Employment Letter will constitute a waiver of that right, power or remedy.

22.2 During your employment:

(a) the Company may at its discretion require that you undergo screening, including for criminal record, sanctions list and/or credit reference checks from time to time. It is anticipated that any such screening would only be undertaken if required for regulatory purposes or in order to comply with the minimum standards for the role you are undertaking; and

(b) you should advise the Company should any of the circumstances as set out in paragraph 18.1(e) of this Employment Letter arise or be brought against you.

22.3 You acknowledge that in entering into these Terms you have not relied on any representation or undertaking by the Company whether oral or in writing, except as expressly incorporated into this Employment Letter.

22.4 You consent to the Company monitoring your use of all Company resources and its communication and electronic equipment (including without limitation the telephone, internet, blackberry, software applications and email systems) and information stored on the Company's computer equipment, as described in your local acceptable use policy in accordance with the Barclays Group procedure and / or guidance on electronic communications. A copy of the policy that applies to you can be found on your intranet.

22.5 You understand that you may, during your employment, be granted awards under the terms of one or more of the Company's long term incentive plans or any incentive or bonus plan operated by the Barclays Group. If, on termination of your employment, you lose any of the rights or benefits under any such plans you will not be entitled, by way of compensation for loss of office or otherwise, to any compensation for the loss of any rights under any such plans.

22.6 If your employment is terminated at any time by reason of any reconstruction or amalgamation of the Company or any Barclays Group company, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are

no less favourable to any material extent than the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

23. Certifications

23.1 You confirm and certify that:

- (a) you are not precluded or restricted by any term of any agreement, undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;
- (b) you will notify the Company of any change in circumstances around the termination of your employment with your previous employer between the date of this Employment Letter and the Start Date;
- (c) you are not currently, and have never been, the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on-going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);
- (d) you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti-competitive behaviour; and
- (e) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.

23.2 Any breach of these certifications will entitle Barclays to immediately terminate your employment.

24. Governing law

Your Terms are governed in accordance with the laws of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management in relation to any legal action or proceedings that arise out of or in connection with this Employment Letter.

25. Key policies, procedures and practices

- 25.1 During your employment with the Company (and where applicable after your employment has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations, including (but not limited to) Barclays Group policies and procedures on, and any other obligations relating to, anti-bribery and corruption. Failure to do so may result in disciplinary action being taken against you.
- 25.2 You should familiarise yourself with all policies and procedures that apply to your grade and business area as set out on your intranet. The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important (although this is not intended as a comprehensive list):

- Any applicable Employee Handbook
- Anti Bribery and Corruption
- Regulator's Business Principles
- Disclosure obligations
- Data protection, confidential information and Chinese walls
- Equality and Diversity
- Managing people, including on various types of leave and our disciplinary and grievance policies
- Bullying, Harassment and Discrimination policy
- Prevention of Sexual Harassment at the Workplace
- Dress at Work
- Electronic and other forms of communication
- Personal account and share dealing
- Conflicts of interest and outside business interests and affiliations
- Market conduct
- Gifts and Entertainment
- Health and Safety

- Whistleblowing or Raising Concerns
- Substance Abuse

25.3 Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.

25.4 The disciplinary and grievance rules and procedures which are applicable to your employment are set out on your intranet. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing to your line manager or HR contact in accordance with the Company's disciplinary procedure. If you wish to raise a grievance please apply in writing to your line manager or HR contact in accordance with the Company's grievance procedure.

APPENDIX 1

Definitions and interpretation

In the Detailed Terms and Conditions, the following terms have the following meanings:

"**Barclays**" means Barclays PLC.

"**Barclays Group**" means Barclays, the Company, and any company which is from time to time:

- (a) a holding company (as defined by Section 1159 of the Companies Act 2006) of Barclays
- (b) a subsidiary (as defined by Section 1159 of the Companies Act 2006) of Barclays or of its holding company;
- (c) a company over which Barclays has control within the meaning of Section 1124 of the Corporation Tax Act 2010; or
- (d) a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of Barclays;

and "**Barclays Group company**" will be interpreted accordingly.

"**Company**" means your employing entity within the Barclays Group.

"**Damages**" shall mean loss and damage suffered by the Company on account of unauthorized termination of the Employment Letter in breach of the provisions mentioned herein.

"**FCA**" means the UK's Financial Conduct Authority, or any successor or applicable regulatory authority.

"**Notice Period**" means the notice period as set out in your Summary of Key Terms.

"**PRA**" means UK's Prudential Regulation Authority, or any successor or applicable regulatory authority.

"**Regulator**" means the FCA and / or the PRA, and/or RBI and/or SEBI as may be applicable, or any successor or applicable regulatory authority.

"**Risk and/or Compliance requirements**" means a control or regulatory issue of business unit significance that is identified by the Company in its absolute discretion.

"**RBI**" means the Reserve Bank of India or any successor or applicable regulatory authority.

"**SEBI**" means the Securities Exchange Board of India or any successor or applicable regulatory authority.

"**Share**" means an ordinary share in Barclays PLC.

"**Start Date**" means the start date as set out in your Summary of Key Terms.

"**Termination Date**" means the date on which your employment terminates.

Some capitalised terms in the Detailed Terms and Conditions are as defined in your Summary of Key Terms and any applicable Schedules unless stated otherwise. References to any statute or legislation will include any modification, re-enactment or extension of that legislation.

Offer electronically accepted by: Sven Rohan Noronha
Offer electronically accepted on: Apr 28, 2023, 9:18 AM GMT+05:30

Ingram Micro India SSC Private Limited
CIN: U51101MH2012PTC257694

Tel: +91-22-30894643
Fax: +91-22-30561000

Registered Office:
Unit No. 202, Second Floor, Akram Corporate Park, LBS Marg,
Next to GE Gardens, Kanjur Marg (West), Mumbai 400078

Date:

To,
Mr. CHARLES GERSHON
MUMBAI

Sub: Letter of Engagement

Dear

We are pleased to inform you that based on the technical evaluation and panel interviews, you have been selected for the position of "Trainee Software Developer" at **Ingram Micro**. The Compensation details is set out in **Annexure A**. This is subject to normal applicable standard deductions as per Company's policies.

You would be under probation for **1 year** following the commencement of employment. Your confirmation at the end of the probation period is subject to successful completion of your performance review.

Please note that the company believes in 'Re-engineering' as a continuous process, and therefore, designations, responsibilities and location are subject to modifications in line with the business objectives.

A detailed offer letter will be provided on completion of required documentations prior to your date of joining.

Please sign a copy of this letter as your acceptance and return the same to us.

We look forward to welcome you at INGRAM MICRO!

For Ingram Micro India SSC Pvt. Ltd.


Lakshmi Vellore
HR Lead

Date: 09-09-2022
Name: Charles
Signature: 

Ingram Micro India SSC Private Limited

CIN: U51101MH2012PTC023794

Registered Office:

Unit No. 202, Second Floor, Akros Corporate Park, 188 Marg,

Next to GE Gardens, Kharar Marg, (West), Mumbai 400075

Tel: +91-22-26644643

Fax: +91-22-26641000

ANNEXURE 'A'

Components	Monthly Compensation	Annual Compensation
Basic	23062	276744
HRA	11591	139072
Personal Pay	6919	83028
LTA	4612	55344
Fixed Compensation (A)**	46124	553488
Employer Provident Fund Contribution	2767	33204
Gratuity*	1108	13308
Total Retirals (C)	3876	46512
Total Compensation (TAC)		
	50000	600000
Cost to Company (CTC) - (A+B+C)		

Bills/Supporting to be produced to avail tax exemption, subject to IT rules.

**Income Tax and P.T. deductions as applicable.

*Gratuity as per The Gratuity Act 1972.

For Ingram Micro India SSC Pvt. Ltd.


Lakshmi Vellore
HR Lead

Date: 09-09-2022

Name: Charles

Signature: 



To,

Name : Abhishek Lalit Raje

Re: Important information post your clearance of the interview process during the Campus Visit

Dear Abhishek Lalit Raje,

This confirms you have cleared the initial interview process. Your journey for getting an Offer of Employment from Accenture has just begun. Please go through this communication to acquaint yourself of the various actions that your candidature will go through before a release of Offer of Employment by Accenture.

- **Document verification and checks** -Post accepting this Letter of Intent, you will have to submit certain prerequisites / documents. The Offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer, we would like you to accept the offer within 14 Days from the day you receive the Offer Letter.

At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process as well as using any unethical, unauthorized or wrongful/unfair means during any assessments or during the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked with immediate effect.

- **Information on Accenture's Fundamental Skill Primers - Learning Module** - As part of providing our new joiners a unique learning experience, Accenture proposes an online learning program – Fundamental Skill Primers. We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.
 - The learning module of this program is typically made available to potential new joiners to give them a reasonable time to learn at their pace and comfort.
 - After completing the Fundamentals Skill Primers Learning the potential new joiner will need to go through the Fundamental Skill Primers assessment

- After a new joiner has completed the Fundamental Skill Primers Program; they will need to undergo further Accenture stream specific trainings and assessments.

Each of such assessments including Primer assessment will add towards the final score. A min. of 60% will needed to be scored for successful clearance. If they are unable to score 60% in the first attempt, they will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning program.

If potential new joiners are unable to complete the Accenture specific stream training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

By completing 100% of Fundamental Skill Primers online modules before the Fundamental Skill Primers assessment and scoring 75% or above in the Fundamental Skill Primers assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

We wish you the best of this journey and congratulate you on clearing the interviews. Your proposed compensation for the ease of information and subject to release of an offer of employment by Accenture is as mentioned in **Annexure A**. Specific details will be mentioned in your formal offer letter.

Annexure A

- Career Level - 12
- Proposed role - **Application Development Associate**
- **Annual fixed compensation** for the fiscal will be **INR 3,83,000**; it includes allowances and statutory benefits and will be structured in accordance with the Company's policy.
- **Local Variable Bonus** - At your career level, the maximum annual target variable pay-out is estimated as **INR 32,500**. The pay-out that you receive will depend but not limited to your performance achievement and performance of Advance Technology Centers, India in the current company fiscal year.
- **Maximum Annual Total earning potential – INR 4,15,500 /-**
- **Joining Bonus** - You are also eligible for a joining Bonus of **INR 25,000**; payable upon successful completion of initial training as per company process.
- **Additional Notional Benefits: Gratuity** for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic) – **INR 6,400 /-**
Notional Insurance Premium paid by Company – **INR 11,400 /-**
- **Annual Total earning potential + Additional Notional Benefits – INR 4,58,300/-**

You may be required to relocate for project deployment to any part of India and work in 24X7 shifts basis business requirement

Please note, the above is informative and not exhaustive, specific details will be in the Offer Letter

“This is an electronically generated document does not require signatures”

JPMORGAN CHASE & Co.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

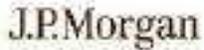
During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.

A handwritten signature in black ink, appearing to read "Jamie", with a large, stylized initial "J" to the left.



06-Apr-2023

Sakshi Shetty
A 102 Natasha CHS Ltd
Opp Sai Petrol Pump, Mira Road(E)
-401105
MUMBAI
Maharashtra
INDIA

Dear Sakshi Shetty,

Your Employment by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 08-Apr-2023.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.

APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

You will join us as a/an Full-time Analyst in the Software Engineer Program, Class of 2023, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

A2. Employment Commencement Date

Your employment is expected to commence on 07-Aug-2023. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Mumbai, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

A4. Remuneration

Your total fixed pay will be INR 13,00,000 per annum and comprises the following components:
Rupees p.a.

1. Basic Salary	3,90,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,95,000
4. Provident Fund	46,800
5. Special Allowance	6,28,200
A. Total Fixed Pay	13,00,000

Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR1,50,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.

Relocation Lump Sum

You will be paid a one-time Relocation lump sum of INR1,25,000/-, which is taxable and will be paid within a reasonable period after your start date. The relocation lump sum coverage includes the cost of air and tickets, other transportation and hotel stay of your choice.

If you resign or are terminated for any reason other than job elimination (as determined within the company's discretion) within 12 months of your commencement date, you agree to reimburse the Company in full for the amount of any relocation lump sum you have received in connection with this employment offer. This reimbursement shall become due and payable within 30 days of your last day of employment with the Company. Further, the Company may seek reimbursement by withholding any other payments not yet paid to you at the time you leave the firm.

A5. Probationary Period

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

A8. Retirement Scheme

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.

APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Mumbai, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
 - i) you are not in breach of any prior employment contract;
 - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii) you are not subject to any other employment or any contractual post-employment restraints
 - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

B1.4 Your retirement age will be as per Company's policy and subject to satisfactory completion of your probation period and provided that your employment is not terminated.

B2. Remuneration

B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.

B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum payable to you any withholding and other taxes levied or payable.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any

and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the [JPMorgan Chase Bonus Recoupment Policy](#) and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

B4. Termination

- B4.1 Your employment may be terminated as follows:
- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
 - b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;
 - ii) seriously breach the Code of Conduct and any other Company policies;

- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.

B4.6 During any Notice Period:

- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.
- c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave

B5.1 Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

B5.2 Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time.

B5.3 Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

B6. Confidentiality

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

B8. Post Employment Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.
- B8.4 In this paragraph B8:
- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
 - b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
 - c) "Restricted Client" means any person:
 - i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.
 - d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.
- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

B9. Code of Conduct and Staff Regulations and Affirmation

B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:

- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
- (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.

B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.

B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.

B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

B11. Retirement Benefits

B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

B12. Miscellaneous

B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.

B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.

B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation

payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

B13. Contract Execution

B13.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B14. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai courts in relation to any dispute arising in connection with your employment and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and preclear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts

2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict as interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating

compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

APPENDIX D – SPECIFIC CONSENTS

You are required to provide specific consents in accordance with the applicable laws, details of which are provided in Annexure 1 and 2 respectively. It is essential that you carefully read/understand and specifically agree to the same.

Annexure – 1

Please read the following statements carefully. The term "J.P. Morgan" as used in these statements, refers to and is defined as including, either jointly or individually, J.P. Morgan Chase & Co., and/or any of its subsidiaries and affiliates and related body corporates (as defined in the Corporations Act, 2001 (Cwlth)), and/or their respective officers, agents, or employees.

Verification: The information I have provided in this Statement of Information is accurate to the best of my knowledge and subject to verification. I understand that any untrue statement or misrepresentation of fact in any of these statements to any extent, at J.P. Morgan sole discretion, may be grounds for terminating my employment with J.P. Morgan with immediate effect in accordance with the terms and conditions set out in J. P. Morgan Offer Letter.

Security Procedures: At all times during the performance of services for J.P. Morgan, I shall abide by all applicable J.P. Morgan security standards, guidelines and procedures, including, where applicable, those set forth in J.P. Morgan Data Security Policies and Standards Manual and Technical Users: Security Policies and Standards Manual.

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship

which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195awa of the Copyright Act, 1968 (Cwlth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

Moral Rights: I consent to do all such acts and deeds and fully assign to J.P. Morgan any and all moral rights in respect of all Developments and works made or to be made by me in the course of my employment with J.P. Morgan. I agree and acknowledge that I may be required to submit my name, likeness, statements, voice, photographic image, videos and any other information or material ("Material") to J.P. Morgan from time to time in relation to my employment with to J.P. Morgan. I hereby understand, fully agree and freely consent to and I represent and warrant the following to and for the benefit of to J.P. Morgan:

I have full legal authority, including all necessary intellectual property rights, to submit this Material to J.P. Morgan on behalf of myself or anyone depicted in the Material. If this Material contains any name or likeness of an individual under the age of 18 years or an incapacitated adult, I represent and warrant that I have the full legal authority to submit this Material on their behalf.

If I have voluntarily agreed with/been engaged by J.P. Morgan to create any Material, I hereby expressly undertake to hand over all the Material to the designated representative of J.P. Morgan and irrevocably consent to the use, publication, retention and /or destruction of the same by J.P. Morgan. I hereby grant to J.P. Morgan all right, title and interest in and to the Material without royalties or other compensation and agree that J.P. Morgan alone has the exclusive right to create copies of the Material, prepare derivative works based on the Material, distribute copies of the Material and / or publicly display.

In the event I have created the Material, I confirm and agree that the Material is my own original work, is not copied, and does not contain any third-party materials and/or content that I do not have permission to use. I further warrant and represent that the Material is not obscene, defamatory or in breach of any applicable legislation or regulations.

I consent and grant permission to J.P. Morgan and any applicable media agencies acting on behalf of J.P. Morgan, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute and publish the Material or for any other information I provide in any media now or hereinafter developed for any purpose in which J.P. Morgan engages, including any promotion, advertisement or other conduct of trade, without royalties, payment or any other consideration. I irrevocably authorize J.P. Morgan to edit, alter, copy, exhibit, publish or distribute the Material for purposes of publicizing programs on the J.P. Morgan intranet or for any other lawful purpose in India and in any other country. I agree that the Material will not be returned to me. I waive the right to inspect or approve any finished product of the Material, including written or electronic copy, wherein my or that of any person's likeness appears.

I will not hold J.P. Morgan liable or responsible for the Material that are lost, delayed, misdirected or incomplete or cannot be delivered for any technical or other reason. J.P. Morgan shall not be liable for any loss or damage resulting from submission or publication of the Material.

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use

thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

This Agreement and Release is deemed to be made under and shall be construed according to the laws of India and subject to the exclusive jurisdiction of Mumbai Courts. J.P. Morgan – Pre Employment Screening

Confidentiality of Information: I agree that I shall hold on trust for J.P. Morgan Chase & Co, including its subsidiaries and affiliates (respectively or jointly) (JP Morgan) and shall not use, except for the purposes of the performance of my duties during my employment with J.P. Morgan, or disclose to any other party any Confidential Information (as such term is hereinafter defined) which may be disclosed to or created by me in connection with the course of my employment with J.P. Morgan. As used herein, the term "Confidential Information" means any information which relates to confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage medium including but not limited to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures, know-how, inventions, training methods or other information relating to the business and other operations of either J.P. Morgan, any affiliate of J.P. Morgan, or any client, customer or vendor of J.P. Morgan and all copies and reproductions thereof, whether or not owned or developed by J.P. Morgan, except such information which is in the public domain at the time of its disclosure to me or which subsequently enters the public domain other than as a result of a breach of duty on my part. I agree that, upon J.P. Morgan written demand for whatever reason, I shall immediately deliver to J.P. Morgan any and all notes, drawings, documents, manuals, diskettes and other m

copies or excerpts thereof and confirm to J.P. Morgan, in writing, the return or destruction of the same. I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon J.P. Morgan written demand and I shall immediately cease to use the Confidential Information. The obligations imposed by this clause shall survive the term of my employment with J.P. Morgan with respect to the performance of services, or of my employment or assignment to render services in connection therewith. I understand and agree that any breach of these confidentiality obligations will cause J.P. Morgan irreparable damage and J.P. Morgan shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

Annexure- 2

Consent for Use, Transfer and Verification of Personal Data

1. This consent is for collecting, using, holding, receiving, possessing, storing, dealing, transferring, disclosing or handling ("Use") your Personal Information (defined below) (including your Sensitive Personal Data or Information(defined below)) from you (collectively, "Personal Data") in connection and during your employment with J. P. Morgan Services India Private Limited ("Company")("Consent").
2. You understand and give consent that during the course of your employment, whether direct or indirect, the Company will U s e your Personal Data or any other related document/agreement for the purposes set out below or for any purpose ancillary or incidental thereto as may be relevant for the Company for its business purposes in the course of my employment ("Purpose"):
 - 2.1 personnel administration, including administration of certain employee benefits such as medical and insurance benefits;
 - 2.2 processing applications for employment and regulatory licensing (if applicable);

- 2.3 compensation related activities, including reviewing salaries, bonuses and other benefits administration and attachment of wages/salaries to comply with legal obligations;
- 2.4 job grading, recruitment activities and employment background checks;
- 2.5 performance and talent management, consideration for promotion, training, termination or any relevant decision-making for the ongoing management of the employment relationship;
- 2.6 consideration of eligibility and administration of staff loans and other benefits;
- 2.7 training and monitoring compliance with internal policies of the Company, JPMorgan and applicable laws;
- 2.8 internal and inter JPMorgan for matching procedures;
- 2.9 processing payroll or tax or other employment and statutory benefits;
- 2.10 providing employee references (with consent from employee);
- 2.11 complying with mandatory reporting obligations and other legal requirements and disclosures required by law enforcement agencies;
- 2.12 enabling you to discharge your business duties, including to procure a consumer report or an investigative report for;
- 2.13 any other lawful purpose connected with a function or activity of the Company; and/or
- 2.14 any other purpose required under any law for the time being in force.

"Personal Information" means any information that relates to you, which, either directly or indirectly, in combination with other information available or likely to be available with JPMorgan, is capable of identifying you. "Sensitive Personal Data or Information" means such personal information which consists of information relating to your:

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;
- (vi) Biometric information;
- (vii) any detail relating to the above clauses as provided to the Company in relation to your

employment or contractual relationship with the Company; and

- (viii) any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
3. You understand and give consent that your Personal Data collected by the Company will be handled in accordance with the reasonable security practices and policies and procedures of the Company and JPMorgan and that the procedures and policies may change from time to time and that it shall be your responsibility to keep myself updated on the same.
 4. You understand and give consent that the Personal Data collected from you by the Company may be transferred or disclosed by the Company, when such transfer or disclosure of Personal Data is necessary for the Purpose stated in Clause 2 above, to:
 - 4.1 any of its affiliates, subsidiaries, associate companies or branch in the JPMorgan group of companies ("JPMorgan"), whether in India or any other country;
 - 4.2 any agent, contractor, or third party service provider who provides administrative, telecommunications, computer or other services to JPMorgan in connection with the operation of its business;
 - 4.3 any other person under a duty of confidentiality to JPMorgan, which has undertaken to keep such information confidential, including clients of JPMorgan;
 - 4.4 any person seeking employee references;
 - 4.5 any actual or proposed purchaser of all or part of the business of JPMorgan or, in the case of any merger, acquisition or other public offering, the purchaser or subscriber for shares in any entity which is part of JPMorgan;
 - 4.6 third parties in the form of directories of names and office telephone numbers of key officers of JPMorgan for promotional and administrative purpose; and
 - 4.7 any statutory, regulatory, governmental authority, body or association and/or to other third parties where such disclosure is required by applicable law or regulation.
 5. You give consent to the Company, JPMorgan and any adviser, agent, contractor, service provider of JP Morgan or any persons or organizations acting on its behalf, to verify and process information and documentation presented by you or any other third party on your employment application/resume and relating to your engagement with JP Morgan (including Personal Data and complete details of your).
 6. You hereby grant authority for the bearer of this Consent, with immediate effect, to access or be provided with details of your previous employment records held by any company or business for whom you have previously worked.
 7. Upon a request made by you, you may review the Personal Data provided by you to the Company in order to ensure the authenticity of such Personal Data. In the event, any Personal Data provided by you to the Company is found to be inaccurate or deficient, you may request the Company to correct or amend the records as feasible and in accordance with the internal policies and process of the Company. It is your responsibility to keep the Company updated with regard to your Personal Data as and when there is a change in the information provided by you to the Company. The Company shall not be responsible for the authenticity of the Personal Data provided by you. Failure to provide Personal Data or failure to provide consent to the Company or withdrawal of consent given to the Company required for the Purpose stated in Clause 2 above or such other purpose as the Company may notify to you from time to time may result in the Company being unable to process the job application or continue to have you in employment with the

Company or provide employment related benefits.

8. You understand, agree and given your consent to the Company to appoint or replace any person (if any), collecting, processing or retaining the Personal Data in its sole discretion.
9. You agree that you will not withdraw your consent provided hereunder unless the same is communicated to the Company in writing. You further understand and agree that notwithstanding the fact that you may withdraw your consent, the Company (and any entity to which the Company may have transferred the Personal Data to) may need to retain/share/disclose your Personal Data, if required under any law for the time being in force.
10. You understand that the Personal Data collected from you is required in connection you're your employment with the Company. In the event that you withdraw such consent, notwithstanding anything to the contrary that may be contained in any statement, agreement, affirmation, undertaking or letter in regard to your employment with the Company, the Company would have the absolute right to discontinue providing such services/ benefits/ amenities in connection to which the Personal Data was collected and take any other action in this regard on just and reasonable grounds without any further notice or liability.
11. Requests for access to Personal Data or correction of Personal Data, or for information regarding policies and practices of JPMorgan and kinds of Personal Data collected and stored by the Company must be made in writing to accessHR at links to which are available on the Company's Intranet and marked to the attention of the "Data Privacy Officer".
12. You agree that in the event that you have any reasonable queries / objections in relation to any of the aforesaid, you will bring the same to the attention of the Company in writing.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000



Date: November 20, 2022

Ref: LTI/HR/EN3/Campus/2023

Name: Vivian Edward Stanislaus

College: Fr. C. Rodrigues College of Engineering, Bandra

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Vivian Edward Stanislaus,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on being selected as a **Graduate Engineer Trainee**. This offer is on the following terms and conditions, subject to fulfilling the eligibility criteria (refer **Annexure 1**) and a successful background check

1. During the training period (includes classroom and on the job training) of 3 months, your Stipend including all benefits will be **Rs. 30000** pm.
2. All payments made to you would be subject to deduction of applicable taxes at source (TDS). Your remuneration is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever, except with the prior consent of the Company.
3. You will also be issued a detailed Letter of Appointment as Graduate Engineer Trainee subject to you meeting the eligibility criteria as mentioned in **Annexure-1**. Your appointment is in accordance with the Apprentices Act, 1961.
4. **Documents** - Your offer is subject to you submitting all the mandatory documents at the time of joining. (Refer **Annexure-2**)
5. **Background Verification** - As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your educational / professional credentials and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, this offer shall stand withdrawn, apart from other legal action being initiated against you.
6. If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this **Graduate Engineer Trainee Offer Letter** on the **CampBuzz Portal** (<https://campbuzz.ltinfortech.com>) and register your credentials therein within seven (7) days from the date of this letter.

If you do not register your credentials within the above period on the Company portal and accept the offer on the portal within (7) days, the aforesaid offer automatically stands cancelled. Post registration on the above portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.
7. You are required to register yourself as an on the apprenticeship portal <http://www.mhrdnats.gov.in> within [7] days from the date of this offer or once your final semester is completed as applicable.



8. You may be confirmed in 3 months from the effective start date of your employment with the Company. During this period, a prior notice of 7 days shall be applicable, in case of voluntary resignation by the employee. Your employment with LTI will be terminated without any notice or stipend or compensation in lieu of notice in the below circumstances, which you agree are reasonable and acceptable:
 - Failing to meet the qualification criteria during the Training Program assessments
 - Unauthorized absence during the Training Program
 - Integrity and other disciplinary expectations
9. All Annexures appended herewith shall form an integral part of this letter.
10. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.
11. The terms and conditions mentioned above are subject to change at any time at sole discretion of the Company and as per business demands without prior notice
12. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.
13. Post successful completion of 3 months and subject to joining the Company, your annual CTC including all benefits will be as per the details mentioned in '**Annexure-3**'.
14. As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining the Company. You are therefore requested to complete the Company training which will be communicated to you separately. Company has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings are critical and the outcomes would have a direct impact on your onboarding.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,
For LTI Ltd.

Thiagu Dharmalingam
Senior Manager -Talent Acquisition

Signature and Date

ANNEXURE-1

Eligibility Criteria for Engineering - Year2023 Batch		
Qualification	B.E./B.Tech.	M.E./M.Tech/MCA/M.Sc
Branches:	All Branches	M.E./M.Tech(All branches) MCA, M.Sc (five-year integrated CS/IT)
Age Criteria: As on 1st July of Passing year (2023)	Less than 24 years	Less than 26 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma which should not be more than 2 years. No Year drop allowed.	
SSC, HSC Percentages/CGPA:	60% & Above OR Equivalent CGPA	
	NOTE: <ul style="list-style-type: none"> SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. For Diploma holders, final semester should have cleared in FIRST ATTEMPT only. For candidates pursuing HSC and Diploma(both), marks scored in the Diploma course will be taken into consideration. 	
Diploma/Graduation Percentage/CGPA:	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA	
	<ul style="list-style-type: none"> For the interview process, an aggregate of 60% & above <u>till the results of the last conducted examination</u> will be considered. Aggregate of 60% & above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results 	
	<ul style="list-style-type: none"> Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule) 	
	<ul style="list-style-type: none"> Conversion from CGPA into Percentage must be calculated as per your respective University norms 	
	<ul style="list-style-type: none"> Provisional/Passing Certificate must state First Class 	
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation)	<ul style="list-style-type: none"> No active/live backlogs allowed during the interview process All backlogs (if any) must be cleared with the final semester exams All final semester subjects must be attempted and cleared in the First Attempt (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course) 	
	<ul style="list-style-type: none"> Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear. 	
Nature of Course:	All Full Time courses Only	
Year of Passing:	2023 SUMMER Pass outs Only	
Citizenship:	Resident Indian Citizens Only	
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY	
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence	
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at the time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS	
Training phase:	The period of training (classroom/virtual) and the subsequent technology & communication tracks assigned for training are purely subjected to the business requirements. Non-performance during technical & communication trainings/on the job phase is subjected to separation from the organization	
Flexibility:	Should be flexible to work in any technology/work-shift/domain and work from any development center/partner premise/customer location as per business needs	
Cooling Period:	Should NOT have appeared for any LTI interview process anywhere in the past 6 months from the date of my interview process.(If found so, LTI may take immediate action and cancel the candidature at ANY stage)	
Eligibility for Maternity Leave:	As per the Maternity Benefit Act, 1961, employee would be entitled for maternity leave if she has worked for a minimum of 80 days in the organization in the twelve months immediately preceding the date of her expected date of delivery	



Self Declaration :

1. You should meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. LTI may take immediate action at any time during or after the Interview/Selection/Joining if found hiding any information/involved in any sort of malpractices/producing incorrect information or not meeting all the criteria mentioned above.
3. This recruitment process is completely free of cost.

Candidate Signature:

Name:

Vivan Edward Stanislaus

Institution Name:

Fr. C. Rodrigues College of Engineering, Bandra

Mobile No:

9561044249



ANNEXURE-2

Please bring along with you the following documents in original and one copy of the same.

- A. Duly acknowledged copy of the Graduate Engineer Trainee Offer Letter.
- B. Non-Disclosure Agreement.
- C. Two copies of your recent passport size photograph with white background.

Attested copies of the following are required:

- 1. Proof of age.
- 2. SSC/HSC or equivalent examination mark sheets.
- 3. Diploma / Degree mark sheets for all the Semesters/Years.
- 4. Passport first & last page.
- 5. Four wheeler Driving License.
- 6. Pan card.
- 7. Aadhar card.

You are requested to note that our offer is subject to submitting the above documents.

ANNEXURE-3		
Name : Vivian Edward Stanislaus		Date : November 20, 2022
Salary Grade : P1		
Components	INR. p.a.	INR. p.m.
Basic	180000	15,000
Bouquet of Benefits	264180	22015
Bonus	21000	1750
Base Salary (p.a.)	465180	38765
Annual Incentive (p.a.)	0	
Total Variable (p.a.)	0	
TTC (p.a.)	465180	
PF	21600	1800
Gratuity	8658	722
Mediclaime Premium (p.a.)	12929	1077
Retirals & Other Benefits (p.a.)	43187	3598
Cost to Company (CTC)	508367	42363

Medical Insurance Premium:

The Group Mediclaime Policy of Company covers Employee, Spouse & upto 3 dependent children (below 25 yrs of age). Coverage limits are as per company policy

You would also be eligible to be covered under the Voluntary Group Term Life and Group Accident Insurance policy as per the company policy.

Notes:

- 1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2) Bouquet of Benefits* /Flexi Pay consists of Flexi-components which may include HRA, Conveyance, LTA, Meal Allowance and Adhoc allowance.
- 3) H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 4) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
- 5) Gratuity payment shall be as per "Payment of Gratuity Act, 1972".
- 6) Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.
- Any or all the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

JPMORGAN CHASE & Co.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.

A handwritten signature in black ink, appearing to read "Jamie", with a large, stylized initial "J" to the left.



24-Mar-2023

Rohan Tapulli
Shree Laxmi Park, Phase 2 Bldg No.5/301, Lokmanya Nagar,Thane(w)
near Lakdi pool, Lokmanya Nagar.
-400606
THANE
Maharashtra
INDIA

Dear Rohan Tapulli,

Your Employment by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 28-Mar-2023.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.

APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

You will join us as a/an Full-time Analyst in the Software Engineer Program, Class of 2023, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

A2. Employment Commencement Date

Your employment is expected to commence on 07-Aug-2023. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Mumbai, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

A4. Remuneration

Your total fixed pay will be INR 13,00,000 per annum and comprises the following components:
Rupees p.a.

1. Basic Salary	3,90,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,95,000
4. Provident Fund	46,800
5. Special Allowance	6,28,200
A. Total Fixed Pay	13,00,000

Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR1,50,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.

Relocation Lump Sum

You will be paid a one-time Relocation lump sum of INR1,25,000/-, which is taxable and will be paid within a reasonable period after your start date. The relocation lump sum coverage includes the cost of air and tickets, other transportation and hotel stay of your choice.

If you resign or are terminated for any reason other than job elimination (as determined within the company's discretion) within 12 months of your commencement date, you agree to reimburse the Company in full for the amount of any relocation lump sum you have received in connection with this employment offer. This reimbursement shall become due and payable within 30 days of your last day of employment with the Company. Further, the Company may seek reimbursement by withholding any other payments not yet paid to you at the time you leave the firm.

A5. Probationary Period

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

A8. Retirement Scheme

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.

APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Mumbai, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
 - i) you are not in breach of any prior employment contract;
 - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii) you are not subject to any other employment or any contractual post-employment restraints
 - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

B1.4 Your retirement age will be as per Company's policy and subject to satisfactory completion of your probation period and provided that your employment is not terminated.

B2. Remuneration

B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.

B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum payable to you any withholding and other taxes levied or payable.

B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any

and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the [JPMorgan Chase Bonus Recoupment Policy](#) and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

B4. Termination

- B4.1 Your employment may be terminated as follows:
- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
 - b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;
 - ii) seriously breach the Code of Conduct and any other Company policies;

- iii) disobey the Company's lawful and reasonable instructions/requirements;
 - iv) habitually neglect your duties; or
 - v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.
- B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:
- (a) suspend you from the performance of any duties or assign you alternative duties;
 - (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
 - (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
 - (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
 - (e) remove your access to the Company premises and computer systems;
 - (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
 - (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.
- B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.
- B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.
- B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.
- B4.6 During any Notice Period:
- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
 - b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.
 - c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave

B5.1 Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

B5.2 Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time.

B5.3 Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

B6. Confidentiality

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

B8. Post Employment Restrictions

- B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.
- B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.
- B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.
- B8.4 In this paragraph B8:
- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
 - b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
 - c) "Restricted Client" means any person:
 - i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.
 - d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.
- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

B9. Code of Conduct and Staff Regulations and Affirmation

- B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:
- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
 - (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.
- B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.
- B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.
- B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

- B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

B11. Retirement Benefits

- B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

B12. Miscellaneous

- B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.
- B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.
- B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation

payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

B13. Contract Execution

B13.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B14. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai courts in relation to any dispute arising in connection with your employment and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and preclear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts

2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict as interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating

compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

APPENDIX D – SPECIFIC CONSENTS

You are required to provide specific consents in accordance with the applicable laws, details of which are provided in Annexure 1 and 2 respectively. It is essential that you carefully read/understand and specifically agree to the same.

Annexure – 1

Please read the following statements carefully. The term "J.P. Morgan" as used in these statements, refers to and is defined as including, either jointly or individually, J.P. Morgan Chase & Co., and/or any of its subsidiaries and affiliates and related body corporates (as defined in the Corporations Act, 2001 (Cwlth)), and/or their respective officers, agents, or employees.

Verification: The information I have provided in this Statement of Information is accurate to the best of my knowledge and subject to verification. I understand that any untrue statement or misrepresentation of fact in any of these statements to any extent, at J.P. Morgan sole discretion, may be grounds for terminating my employment with J.P. Morgan with immediate effect in accordance with the terms and conditions set out in J. P. Morgan Offer Letter.

Security Procedures: At all times during the performance of services for J.P. Morgan, I shall abide by all applicable J.P. Morgan security standards, guidelines and procedures, including, where applicable, those set forth in J.P. Morgan Data Security Policies and Standards Manual and Technical Users: Security Policies and Standards Manual.

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship

which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195awa of the Copyright Act, 1968 (Cwlth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

Moral Rights: I consent to do all such acts and deeds and fully assign to J.P. Morgan any and all moral rights in respect of all Developments and works made or to be made by me in the course of my employment with J.P. Morgan. I agree and acknowledge that I may be required to submit my name, likeness, statements, voice, photographic image, videos and any other information or material ("Material") to J.P. Morgan from time to time in relation to my employment with to J.P. Morgan. I hereby understand, fully agree and freely consent to and I represent and warrant the following to and for the benefit of to J.P. Morgan:

I have full legal authority, including all necessary intellectual property rights, to submit this Material to J.P. Morgan on behalf of myself or anyone depicted in the Material. If this Material contains any name or likeness of an individual under the age of 18 years or an incapacitated adult, I represent and warrant that I have the full legal authority to submit this Material on their behalf.

If I have voluntarily agreed with/been engaged by J.P. Morgan to create any Material, I hereby expressly undertake to hand over all the Material to the designated representative of J.P. Morgan and irrevocably consent to the use, publication, retention and /or destruction of the same by J.P. Morgan. I hereby grant to J.P. Morgan all right, title and interest in and to the Material without royalties or other compensation and agree that J.P. Morgan alone has the exclusive right to create copies of the Material, prepare derivative works based on the Material, distribute copies of the Material and / or publicly display.

In the event I have created the Material, I confirm and agree that the Material is my own original work, is not copied, and does not contain any third-party materials and/or content that I do not have permission to use. I further warrant and represent that the Material is not obscene, defamatory or in breach of any applicable legislation or regulations.

I consent and grant permission to J.P. Morgan and any applicable media agencies acting on behalf of J.P. Morgan, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute and publish the Material or for any other information I provide in any media now or hereinafter developed for any purpose in which J.P. Morgan engages, including any promotion, advertisement or other conduct of trade, without royalties, payment or any other consideration. I irrevocably authorize J.P. Morgan to edit, alter, copy, exhibit, publish or distribute the Material for purposes of publicizing programs on the J.P. Morgan intranet or for any other lawful purpose in India and in any other country. I agree that the Material will not be returned to me. I waive the right to inspect or approve any finished product of the Material, including written or electronic copy, wherein my or that of any person's likeness appears.

I will not hold J.P. Morgan liable or responsible for the Material that are lost, delayed, misdirected or incomplete or cannot be delivered for any technical or other reason. J.P. Morgan shall not be liable for any loss or damage resulting from submission or publication of the Material.

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use

thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

This Agreement and Release is deemed to be made under and shall be construed according to the laws of India and subject to the exclusive jurisdiction of Mumbai Courts. J.P. Morgan – Pre Employment Screening

Confidentiality of Information: I agree that I shall hold on trust for J.P. Morgan Chase & Co, including its subsidiaries and affiliates (respectively or jointly) (JP Morgan) and shall not use, except for the purposes of the performance of my duties during my employment with J.P. Morgan, or disclose to any other party any Confidential Information (as such term is hereinafter defined) which may be disclosed to or created by me in connection with the course of my employment with J.P. Morgan. As used herein, the term "Confidential Information" means any information which relates to confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage medium including but not limited to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures, know-how, inventions, training methods or other information relating to the business and other operations of either J.P. Morgan, any affiliate of J.P. Morgan, or any client, customer or vendor of J.P. Morgan and all copies and reproductions thereof, whether or not owned or developed by J.P. Morgan, except such information which is in the public domain at the time of its disclosure to me or which subsequently enters the public domain other than as a result of a breach of duty on my part. I agree that, upon J.P. Morgan written demand for whatever reason, I shall immediately deliver to J.P. Morgan any and all notes, drawings, documents, manuals, diskettes and other m

copies or excerpts thereof and confirm to J.P. Morgan, in writing, the return or destruction of the same. I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon J.P. Morgan written demand and I shall immediately cease to use the Confidential Information. The obligations imposed by this clause shall survive the term of my employment with J.P. Morgan with respect to the performance of services, or of my employment or assignment to render services in connection therewith. I understand and agree that any breach of these confidentiality obligations will cause J.P. Morgan irreparable damage and J.P. Morgan shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

Annexure- 2

Consent for Use, Transfer and Verification of Personal Data

1. This consent is for collecting, using, holding, receiving, possessing, storing, dealing, transferring, disclosing or handling ("Use") your Personal Information (defined below) (including your Sensitive Personal Data or Information(defined below)) from you (collectively, "Personal Data") in connection and during your employment with J. P. Morgan Services India Private Limited ("Company")("Consent").
2. You understand and give consent that during the course of your employment, whether direct or indirect, the Company will U s e your Personal Data or any other related document/agreement for the purposes set out below or for any purpose ancillary or incidental thereto as may be relevant for the Company for its business purposes in the course of my employment ("Purpose"):
 - 2.1 personnel administration, including administration of certain employee benefits such as medical and insurance benefits;
 - 2.2 processing applications for employment and regulatory licensing (if applicable);

- 2.3 compensation related activities, including reviewing salaries, bonuses and other benefits administration and attachment of wages/salaries to comply with legal obligations;
- 2.4 job grading, recruitment activities and employment background checks;
- 2.5 performance and talent management, consideration for promotion, training, termination or any relevant decision-making for the ongoing management of the employment relationship;
- 2.6 consideration of eligibility and administration of staff loans and other benefits;
- 2.7 training and monitoring compliance with internal policies of the Company, JPMorgan and applicable laws;
- 2.8 internal and inter JPMorgan for matching procedures;
- 2.9 processing payroll or tax or other employment and statutory benefits;
- 2.10 providing employee references (with consent from employee);
- 2.11 complying with mandatory reporting obligations and other legal requirements and disclosures required by law enforcement agencies;
- 2.12 enabling you to discharge your business duties, including to procure a consumer report or an investigative report for;
- 2.13 any other lawful purpose connected with a function or activity of the Company; and/or
- 2.14 any other purpose required under any law for the time being in force.

"Personal Information" means any information that relates to you, which, either directly or indirectly, in combination with other information available or likely to be available with JPMorgan, is capable of identifying you. "Sensitive Personal Data or Information" means such personal information which consists of information relating to your:

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;
- (vi) Biometric information;
- (vii) any detail relating to the above clauses as provided to the Company in relation to your

employment or contractual relationship with the Company; and

- (viii) any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
3. You understand and give consent that your Personal Data collected by the Company will be handled in accordance with the reasonable security practices and policies and procedures of the Company and JPMorgan and that the procedures and policies may change from time to time and that it shall be your responsibility to keep myself updated on the same.
 4. You understand and give consent that the Personal Data collected from you by the Company may be transferred or disclosed by the Company, when such transfer or disclosure of Personal Data is necessary for the Purpose stated in Clause 2 above, to:
 - 4.1 any of its affiliates, subsidiaries, associate companies or branch in the JPMorgan group of companies ("JPMorgan"), whether in India or any other country;
 - 4.2 any agent, contractor, or third party service provider who provides administrative, telecommunications, computer or other services to JPMorgan in connection with the operation of its business;
 - 4.3 any other person under a duty of confidentiality to JPMorgan, which has undertaken to keep such information confidential, including clients of JPMorgan;
 - 4.4 any person seeking employee references;
 - 4.5 any actual or proposed purchaser of all or part of the business of JPMorgan or, in the case of any merger, acquisition or other public offering, the purchaser or subscriber for shares in any entity which is part of JPMorgan;
 - 4.6 third parties in the form of directories of names and office telephone numbers of key officers of JPMorgan for promotional and administrative purpose; and
 - 4.7 any statutory, regulatory, governmental authority, body or association and/or to other third parties where such disclosure is required by applicable law or regulation.
 5. You give consent to the Company, JPMorgan and any adviser, agent, contractor, service provider of JP Morgan or any persons or organizations acting on its behalf, to verify and process information and documentation presented by you or any other third party on your employment application/resume and relating to your engagement with JP Morgan (including Personal Data and complete details of your).
 6. You hereby grant authority for the bearer of this Consent, with immediate effect, to access or be provided with details of your previous employment records held by any company or business for whom you have previously worked.
 7. Upon a request made by you, you may review the Personal Data provided by you to the Company in order to ensure the authenticity of such Personal Data. In the event, any Personal Data provided by you to the Company is found to be inaccurate or deficient, you may request the Company to correct or amend the records as feasible and in accordance with the internal policies and process of the Company. It is your responsibility to keep the Company updated with regard to your Personal Data as and when there is a change in the information provided by you to the Company. The Company shall not be responsible for the authenticity of the Personal Data provided by you. Failure to provide Personal Data or failure to provide consent to the Company or withdrawal of consent given to the Company required for the Purpose stated in Clause 2 above or such other purpose as the Company may notify to you from time to time may result in the Company being unable to process the job application or continue to have you in employment with the

Company or provide employment related benefits.

8. You understand, agree and given your consent to the Company to appoint or replace any person (if any), collecting, processing or retaining the Personal Data in its sole discretion.
9. You agree that you will not withdraw your consent provided hereunder unless the same is communicated to the Company in writing. You further understand and agree that notwithstanding the fact that you may withdraw your consent, the Company (and any entity to which the Company may have transferred the Personal Data to) may need to retain/share/disclose your Personal Data, if required under any law for the time being in force.
10. You understand that the Personal Data collected from you is required in connection you're your employment with the Company. In the event that you withdraw such consent, notwithstanding anything to the contrary that may be contained in any statement, agreement, affirmation, undertaking or letter in regard to your employment with the Company, the Company would have the absolute right to discontinue providing such services/ benefits/ amenities in connection to which the Personal Data was collected and take any other action in this regard on just and reasonable grounds without any further notice or liability.
11. Requests for access to Personal Data or correction of Personal Data, or for information regarding policies and practices of JPMorgan and kinds of Personal Data collected and stored by the Company must be made in writing to accessHR at links to which are available on the Company's Intranet and marked to the attention of the "Data Privacy Officer".
12. You agree that in the event that you have any reasonable queries / objections in relation to any of the aforesaid, you will bring the same to the attention of the Company in writing.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000



TIAA Global Business Services (India) Private Limited

Registered office: 7th Floor, Winchester Building
Powai Business District, Powai,
Mumbai, Maharashtra – 4000076

CIN: U72901MH2016FTC279876
Phone: +91 22 62298000

February 27, 2023

Sania Charles Tuscano
42, Nandakhal-Ghotkal Virar West VTC: Agashi
PO: Agashi, Sub District: Vasai, District:
Thane- 401301
Maharashtra India

Dear Sania:

It is with great pleasure that we extend you a Contingent offer of employment, based provisionally upon your eligibility, qualification and Back Ground Verification parameters being met in a timely manner, at TIAA Global Business Services (India) Private Limited (“GBS”) or (“the Company”), which is a subsidiary of Teachers Insurance and Annuity Association of America (“TIAA”) incorporated in India. This offer is subject to the following terms and conditions:

1. Position and Probation

1.1 You will assume the responsibility of Trainee, Software Developer with a start date on or before July 24, 2023 as discussed with your Human Resource representative.

1.2 You are assigned to work out of our Mumbai, India - Winchester Building Location.



Date: November 10, 2022

Ref: LTI/HR/EN9/Campus/2023

Name: Seniya

College: Fr. C. Rodrigues College of Engineering, Bandra

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Seniya,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on being selected as a **Graduate Engineer Trainee**. This offer is on the following terms and conditions, subject to fulfilling the eligibility criteria (Refer '**Annexure 1**') and a successful background check.

1. During the training period (includes classroom and on the job training) of 3 months, your Stipend including all benefits will be **Rs. 25000 pm**.
2. All payments made to you would be subject to deduction of applicable taxes at source (TDS).Your remuneration is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever, except with the prior consent of the Company.
3. You will also be issued a detailed Letter of Appointment as Graduate Engineer Trainee subject to you meeting the eligibility criteria as mentioned in '**Annexure-1**'. Your appointment is in accordance with the Apprentices Act, 1961.
4. **Documents** - Your offer is subject to you submitting all the mandatory documents at the time of joining. (Refer '**Annexure-2**')
5. **Background Verification** - As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your educational / professional credentials and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, this offer shall stand withdrawn, apart from other legal action being initiated against you.
6. If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this **Graduate Engineer Trainee Offer Letter** on the **CampBuzz Portal** (<https://campbuzz.ltinfotech.com>) and register your credentials therein within seven (7) days from the date of this letter.

If you do not register your credentials within the above period on the Company portal and accept the offer on the portal within (7) days, the aforesaid offer automatically stands cancelled.

Post registration on the above portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.

7. You are required to register yourself as an apprentice on the apprenticeship portal <http://www.mhrdnats.gov.in> within [7] days from the date of this offer or once your final semester is completed as applicable.



8. You may be confirmed in 3 months from the effective start date of your employment with the Company. During this period, a prior notice of 7 days shall be applicable, in case of voluntary resignation by the employee. Your employment with LTI will be terminated without any notice or stipend or compensation in lieu of notice in the below circumstances, which you agree are reasonable and acceptable:
 - Failing to meet the qualification criteria during the Training Program assessments
 - Unauthorized absence during the Training Program
 - Integrity and other disciplinary expectations
9. All Annexures appended herewith shall form an integral part of this letter.
10. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.
11. The terms and conditions mentioned above are subject to change at any time at sole discretion of the Company and as per business demands without prior notice.
12. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.
13. Post successful completion of 3 months and subject to joining the Company, your annual CTC including all benefits will be as per the details mentioned in '**Annexure-3**'.
14. As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining the Company. You are therefore requested to complete the Company training which will be communicated to you separately. Company has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings are critical and the outcomes would have a direct impact on your onboarding.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For LTI Ltd.

Thiagu Dharmalingam
Senior Manager -Talent Acquisition

I have read the letter and accept the same.

Signature and Date

ANNEXURE-1

Eligibility Criteria for Engineering - Year 2023 Batch		
Qualification:	B.E./B.Tech.	M.E./M.Tech/MCA/M.SC
Branches:	All Branches	M.E./M.Tech(All branches) MCA, M.Sc (five-year integrated CS/IT)
Age Criteria: As on 1st July of Passing year (2023)	Less than 24 years	Less than 26 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma which should not be more than 2 years. No Year drop allowed.	
SSC, HSC Percentages/CGPA:	60% & Above OR Equivalent CGPA	
	NOTE: <ul style="list-style-type: none"> SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only. For candidates pursuing HSC and Diploma(both), marks scored in the Diploma course will be taken into consideration. 	
Diploma/Graduation Percentage/CGPA :	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA	
	<ul style="list-style-type: none"> For the interview process, an aggregate of 60% & above <u>till the results of the last conducted examination</u> will be considered Aggregate of 60% & above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule) Conversion from CGPA into Percentage must be calculated as per your respective University norms Provisional/Passing Certificate must state First Class 	
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation, Post Graduation)	<ul style="list-style-type: none"> No active/live backlogs allowed at the time of the interview process All backlogs (if any) must be cleared <u>with the final semester exams</u> All final semester subjects <u>must be attempted and cleared in the First Attempt</u> (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course) Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear. 	
Nature of Course:	All Full Time courses Only	
Year of Passing:	(2023) SUMMER Pass outs Only	
Citizenship:	Resident Indian Citizens Only	
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY	
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence	
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at the time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS	
Training phase:	The period of training (classroom/virtual) and the subsequent technology & communication tracks assigned for training are purely subjected to the business requirements. Non-performance during technical & communication trainings/on the job phase is subjected to separation from the organization	
Flexibility:	Should be flexible to work in any technology/work-shift/domain and work from any development center/partner premise/customer location as per business needs	
Cooling Period:	Should NOT have appeared for any LTI interview process anywhere in the past 6 months from the date of my interview process.(If found so, LTI may take immediate action and cancel the candidature at ANY stage)	
Eligibility for Maternity Leave:	As per the Maternity Benefit Act, 1961, employee would be entitled for maternity leave if she has worked for a minimum of 80 days in the organization in the twelve months immediately preceding the date of her expected date of delivery	



Self-Declaration:

1. You should meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. LTI may take immediate action at any time during or after the Interview/Selection/Joining if found hiding any information/involved in any sort of malpractices/producing incorrect information or not meeting all the criteria mentioned above.
3. This recruitment process is completely free of cost.

Candidate Signature: _____

Name: _____

Institute Name: _____

Mobile No: _____



ANNEXURE-2

Please bring along with you the following documents in original and one copy of the same.

- A. Duly acknowledged copy of the Graduate Engineer Trainee Offer Letter.
- B. Non-Disclosure Agreement.
- C. Two copies of your recent passport size photograph with white background.

Attested copies of the following are required:

- 1. Proof of age.
- 2. SSC/HSC or equivalent examination mark sheets.
- 3. Diploma / Degree mark sheets for all the Semesters/Years.
- 4. Passport first & last page.
- 5. Four wheeler Driving License.
- 6. Pan card.
- 7. Aadhar card.

You are requested to note that our offer is subject to submitting the above documents.

ANNEXURE-3

Name : Seniya Date : November 10, 2022

Salary Grade : P1

Components	INR. (p.a.)	INR. (p.m.)
Basic	180000	15000
Bouquet of Benefits	162180	13515
Bonus	21000	1750
Base Salary (p.a.)	363180	30265
Annual Incentive	0	
Total Variable (p.a.)	0	
TTC(p.a.)	363180	
PF	21600	1800
Gratuity	8658	722
Mediclaime Premium(p.a)	12929	1077
Retirals & Other Benefits(p.a)	43187	3598
Cost to Company (CTC)	406367	33863

Medical Insurance Premium:

The Group Mediclaime Policy of Company covers Employee, Spouse & upto 3 dependent children (below 25 yrs of age). Coverage limits are as per company policy.

You would also be eligible to be covered under the Voluntary Group Term Life and Group Accident Insurance policy as per the company policy.

Notes:

- 1)Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2)Bouquet of Benefits* /Flexi Pay consists of Flexi-components which may include HRA,Conveyance,LTA,MealAllowance and Adhoc allowance.
- 3) H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 4)The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
- 5) Gratuity payment shall be as per "Payment of Gratuity Act, 1972".
- 6)Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.



Letter of Intent (LOI)

Superset ID: 3559634

Date: November 25, 2022

Dear Rasika Ramchandra Virkar,

We are immensely glad to extend a hearty welcome to you to our Cognizant family.

This LOI refers to your application for employment with Cognizant Technology Solutions India Private Limited (" **Cognizant** ") and subsequent discussions. Basis the information and representation provided by you, we have found you suitable for the GenC role and your designation will be **Programmer Analyst Trainee**. Upon final scrutiny, a formal full-time employment Offer Letter with the compensation, terms and conditions, rules, regulations & policies (" **Employment Agreement** ") will be issued, and such Employment Agreement shall be subject to and be effective only upon your successful completion of the full-time internship program or Cognizant identified training programs as opted by you or mandated by Cognizant and background verification. You will have an opportunity to opt for a full-time internship with stipend during your final semester and terms and conditions governing such full-time internship program shall be detailed in the Intern Offer Letter.

It is hereby clarified that participation in this full-time internship program or Cognizant identified training programs shall not deem to constitute you to be an employee of Cognizant and the scope of this full-time internship program or Cognizant identified training programs does not include any supervisory responsibilities and that there is no agency, fiduciary or employer-employee relationship intended or created by reason of this LOI.

During this full-time internship program or Cognizant identified training programs, you shall not be entitled for any benefits paid or made available to Cognizant's full-time employees.

Upon your successfully completion of full-time internship program or Cognizant identified training programs, completion of background verification and being onboarded as an employee under a definitive Employment Agreement, your annual total remuneration shall be **INR 4,01,988/- per annum**. The detailed information on compensation and benefits will be provided in your full-time employment Offer Letter.

This LOI expresses only our intent to enable you participate in the full-time internship program or such Cognizant identified training programs as opted by you or as mandated by Cognizant, and there upon successful completion of the training which brings eligibility to receive a definitive Employment Agreement, subject to completion of hiring formalities, background verification and procedures. Cognizant has zero tolerance towards malpractice in any form and reserves all rights with respect to hiring decisions and issue of full-time Offer. This document is only a letter of intent and does not constitute any contractual relationship between you and Cognizant. Cognizant holds all rights to withhold or cancel this LOI and/or the Intern / Full-time employment Offer Letter due to non-conformance of performance benchmark or moral code of conduct.

Code of Conduct : You shall comply with Cognizants Core Values and Standards of Business Conduct, located at and incorporated herein by reference. <https://www.cognizant.com/us/en/documents/code-of-ethics.pdf>

This LOI from Cognizant is valid for 1 week - 7 calendar days, from the date of the LOI. Hence, you are requested to accept or decline the LOI within 1 week from the date of the LOI. In case we do not receive any response from your end within the aforementioned time period, this LOI shall stand withdrawn, and will be considered as void. Any extension to the LOI validity will be at the sole discretion of Cognizant. Please note that this LOI is not deemed to be considered as an employment contract or offer letter for purposes of joining Cognizant as an employee. For all onboarding formalities, the definitive Employment Agreement is required.

Upon accepting this LOI, you hereby consent for Cognizant Technology Solutions India Private Limited to receive the personal information and/or sensitive personal information ("Personal Information") submitted by you for background verification and share the same with its empaneled vendors located in India for conducting mandatory background checks for employment opportunities with Cognizant.

For further queries, related to Letter of Intent (LOI), please raise a request by clicking "Raise a Query" button in the below link. Use Superset ID as Candidate ID and choose Category as Letter of Intent (LOI).
<https://campus2cognizant.cognizant.com/Pages/Prelogin>

GenC HR Team will reach out to you over email to guide you on the next steps.
Thank you for the interest and stay tuned to hear from us.

Yours sincerely,

For Cognizant Technology Solutions India Pvt. Ltd.

Maya Sreekumar
Vice President - Human Resources





Offer: Computer Consultancy
Ref: TCSL/DT20222773256/Mumbai
Date: 29/07/2022

Mr. Prathamesh Sagar Adake
B/005 Om Suryodaya,
Rawalpada Dahisar East,
Mumbai-400068,
Maharashtra.
Tel# -

Dear Prathamesh Sagar Adake,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No.2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto ₹60,000 over and above your CTC during the first year. The Learning Incentive pay outs made as per your eligibility are recoverable, if you cease to be employed with TCSL, within 12 months of joining TCSL.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No.2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.



12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

This contract of traineeship in TCS and subsequent employment post successful completion of your traineeship is terminable by you by giving 90 days notice in writing. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily serve the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion in the interest of business.

i. This contract of traineeship and subsequent employment post successful completion of your traineeship may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

ii. Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by TCS at its sole discretion having regard to the responsibilities shouldered by you while being in the employment of TCS and business continuity.



16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

TCS Confidential

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TCSL/DT20222773256

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

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- address affidavits etc.)
- Passport / Acknowledgement letter of passport application
 - Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
 - 4 passport sized photographs
 - Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
 - An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
 - If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.



22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.



(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



- Encl: Annexure 1: Benefits and Gross Salary
- Annexure 2: List of TCS Xplore Centres
- Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Prathamesh Sagar Adake
Designation	Assistant System Engineer-Trainee
Institute Name	Fr. Conscience Rodrigues College Of Engg, Bandra

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

<p>Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot R 41, Gandhinagar - 382007</p>	<p>Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka</p>
<p>BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue: Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024</p>	<p>Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119</p>
<p>DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana</p>	<p>DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glexy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP</p>
<p>Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFI House,G.S. Road, Dispur,Guwahati - 781006,Assam</p>	<p>Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad</p>
<p>INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh</p>	<p>KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - 11F/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords</p>
<p>KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042</p>	<p>MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokhron Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606</p>
<p>NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,</p>	<p>PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra</p>
<p>Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India</p>	



Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Date: November 11, 2022

Ref: LTI/HR/EN9/Campus/2023

Name: Harshala Athani

College: Fr. C. Rodrigues College of Engineering, Bandra

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Harshala Athani,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on being selected as a **Graduate Engineer Trainee**. This offer is on the following terms and conditions, subject to fulfilling the eligibility criteria (refer **Annexure 1**) and a successful background check

1. During the training period (includes classroom and on the job training) of 3 months, your Stipend including all benefits will be **Rs. 25000** pm.
2. All payments made to you would be subject to deduction of applicable taxes at source (TDS). Your remuneration is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever, except with the prior consent of the Company.
3. You will also be issued a detailed Letter of Appointment as Graduate Engineer Trainee subject to you meeting the eligibility criteria as mentioned in **Annexure-1**. Your appointment is in accordance with the Apprentices Act, 1961.
4. **Documents** - Your offer is subject to you submitting all the mandatory documents at the time of joining. (Refer **Annexure-2**)
5. **Background Verification** - As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your educational / professional credentials and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, this offer shall stand withdrawn, apart from other legal action being initiated against you.
6. If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this **Graduate Engineer Trainee Offer Letter** on the **CampBuzz Portal** (<https://campbuzz.ltinfortech.com>) and register your credentials therein within seven (7) days from the date of this letter.

If you do not register your credentials within the above period on the Company portal and accept the offer on the portal within (7) days, the aforesaid offer automatically stands cancelled. Post registration on the above portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.

7. You are required to register yourself as an on the apprenticeship portal <http://www.mhrdnats.gov.in> within [7] days from the date of this offer or once your final semester is completed as applicable.



8. You may be confirmed in 3 months from the effective start date of your employment with the Company. During this period, a prior notice of 7 days shall be applicable, in case of voluntary resignation by the employee. Your employment with LTI will be terminated without any notice or stipend or compensation in lieu of notice in the below circumstances, which you agree are reasonable and acceptable:
 - Failing to meet the qualification criteria during the Training Program assessments
 - Unauthorized absence during the Training Program
 - Integrity and other disciplinary expectations
9. All Annexures appended herewith shall form an integral part of this letter.
10. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.
11. The terms and conditions mentioned above are subject to change at any time at sole discretion of the Company and as per business demands without prior notice
12. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.
13. Post successful completion of 3 months and subject to joining the Company, your annual CTC including all benefits will be as per the details mentioned in '**Annexure-3**'.
14. As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining the Company. You are therefore requested to complete the Company training which will be communicated to you separately. Company has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings are critical and the outcomes would have a direct impact on your onboarding.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,
For LTI Ltd.

Thiagu Dharmalingam
Senior Manager -Talent Acquisition

Signature and Date

ANNEXURE-1

Eligibility Criteria for Engineering - Year2023 Batch		
Qualification	B.E./B.Tech.	M.E./M.Tech/MCA/M.Sc
Branches:	All Branches	M.E./M.Tech(All branches) MCA, M.Sc (five-year integrated CS/IT)
Age Criteria: As on 1st July of Passing year (2023)	Less than 24 years	Less than 26 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma which should not be more than 2 years. No Year drop allowed.	
SSC, HSC Percentages/CGPA:	60% & Above OR Equivalent CGPA	
	NOTE: <ul style="list-style-type: none"> • SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. • Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. • For Diploma holders, final semester should have cleared in FIRST ATTEMPT only. • For candidates pursuing HSC and Diploma(both), marks scored in the Diploma course will be taken into consideration. 	
Diploma/Graduation Percentage/CGPA:	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA	
	<ul style="list-style-type: none"> • For the interview process, an aggregate of 60% & above <u>till the results of the last conducted examination</u> will be considered. • Aggregate of 60% & above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results 	
	<ul style="list-style-type: none"> • Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule) 	
	<ul style="list-style-type: none"> • Conversion from CGPA into Percentage must be calculated as per your respective University norms 	
	<ul style="list-style-type: none"> • Provisional/Passing Certificate must state First Class 	
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation)	<ul style="list-style-type: none"> • No active/live backlogs allowed during the interview process • All backlogs (if any) must be cleared with the final semester exams • All final semester subjects must be attempted and cleared in the First Attempt (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course) 	
	<ul style="list-style-type: none"> • Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. • This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. • Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear. 	
Nature of Course:	All Full Time courses Only	
Year of Passing:	2023 SUMMER Pass outs Only	
Citizenship:	Resident Indian Citizens Only	
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY	
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence	
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at the time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS	
Training phase:	The period of training (classroom/virtual) and the subsequent technology & communication tracks assigned for training are purely subjected to the business requirements. Non-performance during technical & communication trainings/on the job phase is subjected to separation from the organization	
Flexibility:	Should be flexible to work in any technology/work-shift/domain and work from any development center/partner premise/customer location as per business needs	
Cooling Period:	Should NOT have appeared for any LTI interview process anywhere in the past 6 months from the date of my interview process.(If found so, LTI may take immediate action and cancel the candidature at ANY stage)	
Eligibility for Maternity Leave:	As per the Maternity Benefit Act, 1961, employee would be entitled for maternity leave if she has worked for a minimum of 80 days in the organization in the twelve months immediately preceding the date of her expected date of delivery	

Self Declaration :

1. You should meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. LTI may take immediate action at any time during or after the Interview/Selection/Joining if found hiding any information/involved in any sort of malpractices/producing incorrect information or not meeting all the criteria mentioned above.
3. This recruitment process is completely free of cost.

Candidate Signature:



Name:

Harshala Athani

Institution Name:

Fr. C. Rodrigues College of Engineering, Bandra

Mobile No:

8779177006

ANNEXURE-2

Please bring along with you the following documents in original and one copy of the same.

- A. Duly acknowledged copy of the Graduate Engineer Trainee Offer Letter.
- B. Non-Disclosure Agreement.
- C. Two copies of your recent passport size photograph with white background.

Attested copies of the following are required:

- 1. Proof of age.
- 2. SSC/HSC or equivalent examination mark sheets.
- 3. Diploma / Degree mark sheets for all the Semesters/Years.
- 4. Passport first & last page.
- 5. Four wheeler Driving License.
- 6. Pan card.
- 7. Aadhar card.

You are requested to note that our offer is subject to submitting the above documents.

ANNEXURE-3		
Name : Harshala Athani		Date : November 11, 2022
Salary Grade : P1		
Components	INR. p.a.	INR. p.m.
Basic	180000	15,000
Bouquet of Benefits	162180	13515
Bonus	21000	1750
Base Salary (p.a.)	363180	30265
Annual Incentive (p.a.)	0	
Total Variable (p.a.)	0	
TTC (p.a.)	363180	
PF	21600	1800
Gratuity	8658	722
Mediclaime Premium (p.a.)	12929	1077
Retirals & Other Benefits (p.a.)	43187	3598
Cost to Company (CTC)	406367	33863

Medical Insurance Premium:

The Group Mediclaime Policy of Company covers Employee, Spouse & upto 3 dependent children (below 25 yrs of age). Coverage limits are as per company policy

You would also be eligible to be covered under the Voluntary Group Term Life and Group Accident Insurance policy as per the company policy.

Notes:

- 1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2) Bouquet of Benefits* /Flexi Pay consists of Flexi-components which may include HRA, Conveyance, LTA, Meal Allowance and Adhoc allowance.
- 3) H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 4) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
- 5) Gratuity payment shall be as per "Payment of Gratuity Act, 1972".
- 6) Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.
- Any or all the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.



Barclays Global Service Centre Private Limited

Registered Office: 5th to 12th Floor (Part)

Building G2,

Gera Commerzone SEZ,

Survey No. 65,

Kharadi,

Pune – 411014

CIN – U72200PN2007FTC132479

Tel: +91 20 67160007; Fax+91 20 67161800

www.barclays.com

17 April 2023

Halden Pascal Dmello
171, Pokharni Wadi, Vasai, Papdi
Thane
Vasai
401207

Dear Halden Pascal,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed are a Summary of Key Terms, any applicable Schedules and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment terms with Barclays ("**Employment Letter**").

The Employment Letter refers to the Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) as these are a central part of everything we do. The Values as well as our purpose and behaviours, will have formed a key part of your selection process when being offered a role at Barclays. You will be expected to act in accordance with the Values as a Barclays employee, and in particular, to follow our Code of Conduct (known as the Barclays Way). More information on this, and how we 'live' the Values will be available prior to and on joining Barclays.

This offer is conditional upon you satisfying Barclays recruitment and screening conditions and procedures and where applicable, the appropriate regulatory approvals. To start the process you will need to complete an application form. If you have not already received it, you will receive a link to the site shortly.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India. You will also need to sign one copy of your Employment Letter (enclosed) confirming, that you have read, understood and accept the terms. You must return this on your first day of employment.

We look forward to welcoming you to Barclays.

Yours sincerely

Sarada Srinivas
Head – HR Operations and Payroll

Summary of Key Terms

Introduction to this Section

This section is intended as an "at a glance" summary of the key terms of the offer to you. You must, therefore, read these terms in conjunction with any applicable Schedules and the enclosed Detailed Terms and Conditions which together comprise your Employment Letter.

Name Halden Pascal Dmello

Employing Company Barclays Global Service Centre Private Limited ("the Company")

Position Your role will be Graduate Analyst, BA3 (or equivalent), or such other role as the Company reasonably decides from time to time.

Start Date 10 July 2023, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above.

In addition to the terms set out elsewhere in the Agreement, this offer of employment is contingent upon successful completion of your current degree prior to your anticipated start date. Successful completion of your degree means that it is completed within the specified timelines highlighted in your application and that your final degree classification matches or exceeds the predicted results stated in your application to Barclays. It is your responsibility to inform our recruitment team immediately, if you suspect that your grades will be lower than those predicted. Your start date for the purposes of continuous employment is as set out above.

Working Hours Your hours of work will be an average of 40 per week. Rest intervals and breaks are separate from the 40 hours of work.

The Company is operational 24 hours a day, 365 days a year, so depending on your business function, your working days and hours may involve day and night shifts, and working on weekends/weekly offs and holidays, as permitted under applicable laws. Your manager will inform you if you are required to work in a different shift.

You will devote sufficient time to your duties. Subject to applicable laws, you may be required to work such additional hours as are required for the proper performance of your duties as per any applicable Company policy, which may require that you attend the office, or be available to fulfil your function, outside normal hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice and in accordance with applicable laws.

Initial Place of Work You will initially be based in LTS – Barclays Global Service Centre, Gera Commerzone SEZ , Survey No.65, Village Kharadi Pune 411014.

However, your place of work will be determined in line with the requirements of the scheme at Barclays' sole discretion. It is a condition of your employment that you agree that you may be required to work or travel to any branch or office (in India or overseas). Where you are required to work outside of India, additional terms and conditions may apply to your employment, which will be provided at the relevant time.

Probationary Period Your employment is subject to a probationary period of 6 months, or such additional period as the company may in its discretion consider necessary.

Salary

Components	In INR Per Annum
Basic salary	462,000.00
House Rent Allowance	231,000.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	462,000.00
Annual Salary	1,155,000.00
Provident Fund (Employer's Contribution)	55,440.00
Gratuity (per Company policy)	22,212.00
Total Fixed Pay	1,232,652.00

Salary will be payable on a monthly basis, subject to applicable taxes, duties, cesses, and other statutory deductions, and is currently paid on or around the 24th (or the prior working day if the 24th is not a working day) of each month. The estimated CTC above does not create any contractual right to any such payment.

You may be eligible to receive discretionary allowances as mentioned above or otherwise, subject to and in accordance with the Company's policy on such allowances / flexible benefit pay component of the salary, subject to amendment from time to time by the Company, to reflect changes in law, tax, or other reasons. These allowances may be reduced or withdrawn.

Your allowances will be paid along with your salary as mentioned above, subject to applicable taxes, duties, cesses and other statutory deductions.

Other Payments

The Company agrees to pay you a one-off non-pensionable scholarship and bursary payment of Rs.100,000.00 (the "Scholarship and Bursary Payment") in recognition of your studying costs. The Scholarship and Bursary Payment will be paid within 90 days from your date of joining Barclays. The payment will be made subject to applicable tax and / or other withholdings or deductions as required by law or regulation.

As agreed by you, this Scholarship and Bursary Payment will be subject to your compliance with the following requirements:

You will be required to repay the Scholarship and Bursary Payment net of any taxes or other deductions or withholdings as required by law or regulation within 30 days of any of the following occurring:

- you have terminated your employment voluntarily (or have given the Company notice to terminate your employment) within 12 months of your start date; or
- you are dismissed for gross misconduct or fundamental breach of contract or for a serious breach of the Risk and /or Compliance requirements of the Barclays Group (or you have been given notice to terminate your employment for these reasons) within 12 months of your start date; or
- you fail to satisfy the pre-employment conditions of as set out in this Agreement or as otherwise determined by the Company.

The Company may adjust this repayment amount from any amount payable to you by any Barclays Group company. The Scholarship and Bursary Payment should not be interpreted as giving rise to any right to or legitimate expectation of any other award, nor is it any assurance as to the level of any award which may be made to you in future, which will be at the Company's discretion.

You were also given an opportunity to join your employment without the Scholarship and Bursary Payment and therefore your liability to repay the amount, as has been mentioned above, in no case to be considered as a deterrent to restrict your employment for a specific term.

Qualifications/ Examinations

It is a condition of your employment and continued employment with the Company that you successfully complete any professional qualification and/or examination as may be required and notified to you by the Company from time to time, including without limitation any qualifications or

examinations required by the Regulator. You will be expected to pass all exams within a predetermined period and/or within one or more sittings, which shall be set out in the Company policy.

Subject to the terms set out below and the Company policy, the Company will be responsible for the cost of any first attempts at any such qualification with our preferred provider, including study books and associated examination fees. You should refer to the Company policy for details.

If you do not pass any exam or obtain a qualification within the period specified or within the relevant number of attempts (which may in some cases only be one) the Company reserves the right to terminate your employment

In the event that your employment is terminated for gross misconduct, or if you resign from the Company or otherwise terminate your employment or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company, you will be required (except where a qualification or examination is required by the Regulator) to repay to the Company the following sums in full within 30 days:

- 100% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment at any time during your course of study, or within six months of completing your course of study, or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company; or
- 50% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment within six twelve months of completing your course of study

Any such sums owed by you to the Company will be deducted from any sums due to you from the Company or, if such a deduction is not made, will be deemed to be due as a debt from you to the Company.

Discretionary Incentive Award

You may be eligible to be considered for a discretionary incentive award on an annual basis, at the absolute discretion of the Company and subject to you being eligible at the relevant time. Normally, awards are made in the first quarter, in respect of the previous financial year.

Statutory and Other Benefits

You will be eligible for various statutory benefits in accordance with the relevant laws. You will also be eligible to participate in the Company's benefits scheme, details of which are set out in the attached flyer which does not form part of your contract or have any contractual effect.

Any benefits are subject to the relevant policies/plans from time to time in force. The Company reserves the right to change the benefits or policies/plans from time to time.

If the Company pays or reimburses any expense on your joining the Company towards your relocation from your current place of stay to your place of posting as agreed between the Company and you, if your employment ends less than one year after the Start Date you confirm that you will pay to the Company (or alternatively Company may set-off against/ write off) any amount paid or reimbursed in respect of such relocation from the amount payable to you.

Annual Leave

You are entitled to avail annual leave which includes privilege leave, casual leave and sick leave entitlement in accordance with the applicable laws in the state of your Place of Work. Further details are included in the Detailed Terms and Conditions and on your intranet.

Notice Period

Either you or the Company may terminate your employment by giving two months written notice, however, the Company may terminate your employment with immediate effect in accordance with applicable Company policies.

Any reduction/ waiver to notice period shall be at the sole discretion of the Company. Company may adjust balance of annual leaves, while granting such reduction/ waiver.

Further information on Notice is included in the Detailed Terms and Conditions.

Overtime

Employees who are eligible under applicable laws to be paid Overtime for work beyond normal working hours, will be paid for the same in accordance to the applicable State laws at your Place of Work.

Further details in regard to Overtime are included within the Additional Time Guidelines available on the company's Intranet.

Data Privacy

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of the Barclays Group (the "Agreed Purposes"). Processing includes obtaining, holding, editing, destroying and disclosing employee information to any Barclays Group company and its employees and/or any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, lawyer/ law firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) for the Agreed Purposes ("Processing" or "Process").

For the Agreed Purposes, the Company may transfer employee information to any Barclays Group company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) in order to Process employee information for the Agreed Purposes.

You confirm that you will provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include transfers to recipients based in another country to your place of employment (either within or outside the European Economic Area) with different levels of protection of your personal data to India.

You confirm that the Company and/or any Barclays Group company may monitor and/or record your use of office equipment, for example, e-mail, internet (including chats and blogs), telephones and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

Aforesaid clause/ conditions shall apply to information relating to your family members/ relatives with respect to insurance policy, emergency contact details, etc., in accordance with prevailing Barclays'/ Company policy. It is your responsibility to inform such individuals that their data will be processed in this manner and to obtain their consent.

Confidentiality

It is important that you recognise that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company, the Barclays Group and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any stricter policy which applies to your role.

Post- Termination Restrictions

In protecting the interests of the Company, you must not, for a period of 3 months from the termination date of your employment:

- approach, solicit or deal with any person, firm, company or other entity who is or was a customer/supplier of Barclays Group and with whom you had material dealings within the 12 months period immediately prior to your termination.
- solicit or entice, or attempt to solicit or entice away or engage or employ any director, officer or employee in the Barclays Group

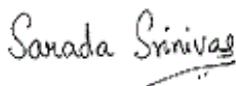
Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.

Acceptance

In accepting the terms of this Employment Letter, you confirm that all information provided by you to us in connection with this offer of employment (including at interview) is true and not misleading. You further confirm that you will notify us of any change in that information between the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre-employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the enclosed Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you acquaint yourself with the terms of all such policies, guidelines, processes and procedures. This Employment Letter set out the complete and exclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have received, read, understood, accept and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,



Sarada Srinivas
Head – HR Operations and Payroll
17 April 2023

I have read, understood and accept the terms of this Employment Letter (including the terms set out in any applicable Schedules and the Detailed Terms and Conditions section). I have been given an option not to accept these terms and thereby, not to join the Company and to seek appropriate Legal advice to understand interpretation of these terms.

Signature: _____

Date: _____

Taleo Number: 00282187
Contract Type: India Grad Offer Letter

Detailed Terms and Conditions

Introduction

About the Detailed Terms and Conditions

The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company and the Barclays Group expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that the Barclays Group has developed to reflect our values, purpose and behaviour and as part of our high performance culture and, in accordance with your contractual obligations, must be adhered to at all times. Further information and policies can be found on your own business unit intranet site.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most admired financial services companies in the world. From time to time, our policies and procedures do change and you must familiarise yourself with them on joining and periodically throughout your employment. References in the Detailed Terms and Conditions to a policy, practice, guideline and / or process generally are references to the relevant policy, practice, guideline and / or process in force at the relevant time.

These detailed terms and conditions also refer to the Barclays Values which must be adhered to at all times. The Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) are set out on your own business unit intranet site.

You should also refer to Appendix 1 which sets out definitions of the terms used in the Detailed Terms and Conditions.

Your Detailed Terms and Conditions of Employment

1. Introduction to this Section

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment terms with the Company and are referred to in this document as "Employment Letter". By signing the Employment Letter you confirm that you have read, understood and accept the terms set out in the Detailed Terms and Conditions.

2. Pre-employment and ongoing conditions

- 2.1 Your confirmation in the employment will be subject to successful completion of the Probationary Period as mentioned in the summary of terms or such additional period as the Company considers necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.
- 2.2 You understand that the Company's offer of employment is made to you subject to and conditional on the completion of certain pre-employment procedures and processes. You certify that the information that you have provided in connection with completion of the procedures and otherwise in connection with this offer of employment (including at interview stage) is true and accurate both at the time it is given and on the Start Date. The Company reserves the right to carry out screening checks on all employees, and such procedures may include but are not limited to:
 - (a) receipt of references and documentary proof that are satisfactory to the Company that you are legally entitled to reside and work in your country;
 - (b) completion of credit checks to the satisfaction of the Company;
 - (c) where criminal record checks are applicable to your role, completion of those checks to the satisfaction of the Company;
 - (d) if requested by the Company, a medical examination by the Company's medical advisers;
 - (e) where Regulator approval for your appointment is required and such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator; (iii) receipt of documentary proof that you hold the appropriate and relevant qualifications; and
 - (f) the Company receiving a signed copy of the Terms from you.
- 2.3 Whilst every effort will be made to complete all the checks and processes in the pre-employment procedures before your Start Date, this may not always be possible. In case you are employed prior to completion of the pre-employment procedure, the Company may terminate your employment at any time on minimum statutory notice if the check reports are not up to our satisfaction or the procedures are not completed within a reasonable period of time.
- 2.4 This offer of employment and your continued employment is also subject to your obtaining, holding and continuing to hold all applicable qualifications, licences and registrations as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your continued employment is conditional on such approval either: (i) being obtained; or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator (or other relevant regulatory body).
- 2.5 You shall be liable and responsible to inform and update your latest contact and address details, in the records of the Company, from time to time. Failure to comply may constitute gross negligence on your part.
- 2.6 You should not engage in any matter which would or could be anticipated to result in a conflict of interest between you and the Company.

2.7 This offer of employment and your continued employment is also subject to your successful completion of certain trainings (such as Communication & Culture and/or other process and policy trainings accreditations) that may be assigned to you by the Company from time to time. In case you remain absent for more than 2 days during these training programs or you become unable to qualify the trainings to the satisfaction of the Company, the Company shall have the sole discretion to take appropriate action including termination of your employment forthwith in accordance with provisions of Clause 18.1 (e) viii of the detailed terms and conditions of this Employment Letter. In case of your absence due to any personal emergency, your Line Manager shall on his/her sole discretion and upon evaluation of the reason of your absence, may recommend the Company to realign you for the next available training within a period of 30 days of your returning from absence. In case you are realigned for the next training as mentioned above, there may be possible change in process and/ or compensation on account of such realignment. If for any reason you do not agree to the realignment terms or no such realignment is possible within a period of 30 days of your returning from absence, the Company shall have the sole discretion to terminate your employment forthwith in accordance with provisions of Clause 18.1 (e) viii.

3. Place of Work and Mobility

Your place of work is as set out in your Summary of Key Terms. However you may need to travel to other locations and offices as reasonably required in the performance of your duties. You confirm that you will travel to such places (both inside and outside India) as the Company may reasonably require from time to time. Should the Company need to permanently change your place of work, you will be given reasonable notice of any such change (acceptable in e-mail/ letter format).

4. Duties

4.1 During your employment with the Company you confirm that you will:

- (a) act in a manner consistent with and which supports our values, purpose and behaviours and in particular the Barclays Values;
- (b) devote the whole of your working time and attention to the business of the Company and the Barclays Group;
- (c) diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business and that of the Barclays Group to the best of your ability and with integrity, due skill, care and diligence;
- (d) use your best efforts to promote and protect the interests of the Company and the Barclays Group and not do anything to harm those interests;
- (e) comply with all reasonable requests, instructions and regulations given by the Company and the Barclays Group and promptly provide such explanations, information and assistance as to your activities in the business of the Company and the Barclays Group as they may reasonably need;
- (f) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Letter, nor (without the prior written consent of the Company) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever provided always that such activities are in compliance with Barclays policies on outside or external business interests. This paragraph will not prevent you holding for investment purposes only, shares or securities which do not exceed three per cent (3%) in nominal value of the share capital or stock of any class of any company quoted on a recognised stock exchange;
- (g) not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of the Barclays Group, its clients, customers or shareholders. Barclays recognises that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance control room or compliance contact aware of the issue immediately. You must not act in relation to the matter, without their written direction or approval; and
- (h) report any actual or proposed unlawful activity or behaviour affecting the Barclays Group by you or any other employee, officer, contractor of the Barclays Group or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to your HR Business Partner or a member of your Compliance team) immediately on becoming aware of it.

5. Salary and allowances

Your salary will be paid on a monthly basis on or around the last working day of each month and is subject to applicable taxes, duties, cesses and other applicable withholdings. All tax liabilities arising out of your entire remuneration package, present or future, shall be borne by you. Your salary and any allowances will accrue on a daily basis and will be paid pro rata if you are employed for part of a month.

Your salary will be reviewed annually without commitment to increase. The Company may deduct from any payments to you any money owed by you to any Barclays Group company in accordance with the applicable laws.

Your acceptance to these terms shall confirm your consent to the Company making payment of your salary, compensation, award, incentive/ bonus etc. by way of credit to bank account with the bank of Company's choice or via such other mode as the Company may deem appropriate.

6. Discretionary incentive award

- 6.1 You may be eligible to be considered for a discretionary incentive award on an annual basis. The value, form, conditions of delivery and timing of any such awards are at the Company's discretion. This discretion includes the right to make the award or a proportion of the award in a form other than cash, including an award of Shares and to defer an element of an award under the terms of a Barclays Group incentive plan.
- 6.2 Any discretionary incentive award will only be made if, at that time, you are in employment and are not under notice (whether given or received) nor under suspension or investigation for a regulatory or disciplinary matter.
- 6.3 If you are subject to any investigation or disciplinary process at the time when communication, payment or making of any payment and/or award would otherwise occur, then the delivery of that payment and/or award will be suspended. If on conclusion of any investigation and/or disciplinary process, you are dismissed for gross misconduct or cause and / or have committed any serious breach of the Risk and / or Compliance requirements of the Barclays Group, then no payment and / or award will be made to you. If no disciplinary action (or disciplinary action short of dismissal) is taken against you, then a payment and / or award may be made to you after the conclusion of that process. However, the amount of any award and / or payment to which you are entitled may be reduced by the Company in its sole discretion. For the avoidance of doubt, any award and / or payment may be reduced to nil in such circumstances.
- 6.4 Notwithstanding paragraph 6.3, any unpaid or unvested award (or portion of an unpaid or unvested award) may be reduced (to nil if appropriate) at the Company's discretion and to the extent permitted by applicable laws. For the avoidance of doubt, the Company may exercise its discretion including as a result of:
- (a) Barclays PLC or any subsidiary's financial statements having been materially restated for the period for which the award was made other than restatement due to a change in accounting policy or to rectify a minor error; or
 - (b) Your actions having, in the reasonable opinion of the Remuneration Committee, following consultation with the Company:
 - i. deliberately misled the management of the Company, the market and/or Barclays PLC shareholders regarding the financial performance of Barclays PLC or of any subsidiary;
 - ii. caused harm to the reputation of the Barclays Group;
 - iii. amounted to misconduct; negligence, incompetence or poor performance ("misconduct", "negligence", "incompetence", and "poor performance" as determined by the Remuneration Committee acting in good faith, following consultation with the Company); or
 - (c) The Barclays Group or any of its subsidiaries, in the reasonable opinion of the Remuneration Committee, following consultation with the Risk Committee, has suffered a material failure of risk management.
- 6.5 Should the Company become aware that the amount of any award that has been paid or released to you was calculated on the basis of any false, incorrect or misstated information, then, the Company may, within one year of any such payment or release being made, request that you will repay as a debt to the Company the amount (or any part of the amount) as may be determined in the Company's sole discretion and to the extent permitted by applicable laws. You confirm that in the event a repayment obligation arises the Company is authorised to deduct the appropriate amount from your salary or any other

amounts due to you (including in instalments) as it determines in its discretion and to the extent permitted by applicable laws.

- 6.6 A payment of cash and / or a release of Shares or other instruments under an award will be subject to tax and other applicable withholdings, taxes, duties, cesses, deductions and will be subject to the rules of any applicable incentive plan.
- 6.7 Whether you are eligible to receive a discretionary incentive award, and if so, the amount shall be determined at the absolute discretion of the Company. You have no contractual right, whether express or implied, to receive an award at all, or an award of any particular amount, and the making of an award in any year does not give rise to any obligation on the Company to make an award in any future year. For the avoidance of doubt, your employment may be terminated by the Company at any time, for any reason, in accordance with clauses 18 or 19 of this Employment Letter and the exercise of that right to terminate is not limited or fettered by any term (express or implied).
- 6.8 Within Barclays, certain (usually senior) roles are designated as 'Material Risk Taker' ("MRT") roles. Where you are a MRT for any particular year you will be notified of this during or following the end of the relevant year. At any time during the seven year period from the date on which any variable remuneration is awarded to you in respect of a period for which you are a MRT (the "Relevant Variable Remuneration"), if Barclays determines that:

(a) your actions or omissions have, in the reasonable opinion of Barclays amounted to misbehaviour or material error; and /or

(b) Barclays or the relevant business unit has suffered a material failure of risk management, then, without prejudice to Barclays other remedies, Barclays may require that you repay an amount, not exceeding the value of the Relevant Variable Remuneration. The repayment shall be of such value as may be determined in Barclays discretion acting in good faith, to such Barclays Group Company and on such terms as Barclays may direct.

In respect of paragraph 6.8 (b) above, Barclays shall take into account your proximity to the applicable failure and your level of responsibility before any request for repayment is made. In respect of paragraphs (a) and (b) above, before any request for repayment is made, Barclays shall take into consideration whether you (i) have participated in, or were responsible for, conduct which resulted in significant losses to the Barclays Group or (ii) failed to meet appropriate standards of fitness and propriety.

For the avoidance of doubt, the whole or any part of the Relevant Variable Remuneration can be clawed back if Barclays makes its determination within seven years from the date that the Relevant Variable Remuneration was awarded to you even if an event falling within (a) or (b) above occurred prior to the date of award.

The determination of what constitutes "misbehaviour", "material error", "material failure of risk management", "significant losses" and "appropriate standards of fitness and propriety" shall be determined by Barclays acting in good faith.

You confirm that in the event Barclays makes a repayment determination, you shall repay the amount subject to that determination within the time period specified in the determination. You further confirm and provide authorisation for Barclays to deduct the appropriate repayment amount from your salary or any other amounts due to you, to the full extent permitted under local law, whether from Barclays or any other Barclays Group company.

You acknowledge that (in addition to its rights at clause 16 (Amendments to terms and conditions of employment) the terms of this clause 6.8 may be amended by Barclays to the extent deemed reasonably necessary in order to comply with law, regulations or guidance published by any regulatory authority or other relevant authority from time to time.

This clause shall apply in addition to the general right of repayment set out in clause 6.5 of the Employment Letter.

7. Statutory and Other Benefits

- 7.1 You will be eligible for various statutory benefits as mentioned in the Summary of Key terms and in accordance with the relevant laws.
- 7.2 The Company operates or may operate a benefits programme for its employees and your benefits are/will set out in full in the attached benefits brochure (except the statutory benefits mentioned above, these benefits do not form part of your contract of employment or have any contractual or other legal effect).
- 7.3 The Company has the right at its absolute discretion to amend or withdraw the benefits at any time and without any compensation or notice to you and / or replace any benefit with an alternative at its discretion.
- 7.4 Participation in any benefits scheme is subject to the rules of the relevant schemes, which may vary from time to time, and is subject to you satisfying any applicable requirements of the insurers or third party providers (where relevant). Your

participation may be excluded where, in Barclays opinion, cover can only be obtained on the basis that exceptional conditions or unusually high premiums are imposed or levied by the insurer or provider.

8. Annual Leave

- 8.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The dates of the annual leave year may be changed. You are obliged to take all your annual leave entitlement in the relevant year, unless a policy/Handbook applicable to you states otherwise, in which case leave may only be carried over subject to and in accordance with those terms and applicable law. Your annual leave dates must be agreed in advance with your line manager. You will be allowed to carry your unutilised privileged leaves over to the next annual leave year, subject to the limit and restrictions as may be defined in the company policy and subject to the applicable laws. There is no provision of encashment of unutilised leave (including in case of termination of employment), except where such encashment is mandated by law applicable at the place of your employment at the relevant time.
- 8.2 If your employment begins during an annual leave year, your annual leave entitlement (plus any Bank or Public Holidays which fall during this period), will be calculated pro rata. During the probationary period you may only take such annual leave as has accrued in your favour up until the time of taking such leave. Any unutilised leave at the time of cessation of employment shall lapse and any payment to be made in lieu of the unutilised leave shall be at the sole discretion of Barclays unless mandated by the applicable law. If you have taken more leave than your accrued entitlement, you shall be required to repay to the Company an amount equivalent to any holiday taken in excess of your pro rata holiday entitlement, and the Company is authorised to deduct the appropriate amount from your final salary instalment or any other sum owed by the Company to you at the Termination Date.
- 8.3 In accordance with regulatory guidelines and the Company's policies, the Company may require you to go on a mandatory block leave.

9. Intellectual Property

- 9.1 For the purposes of this paragraph:

"Intellectual Property Rights" means (i) copyright and related rights, patents, know-how, confidential information, database rights, Inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Invention" means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded in any medium; and

"Works" means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

- 9.2 You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your employment (whether conceived, or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You confirm that you will provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.
- 9.3 You confirm that you will only use the Works to perform your obligations under Employment Letter and that you will not make personal copies of any Works other than for the purposes of your employment with the Company.
- 9.4 It is understood that all Intellectual Property Rights created by you in the course of your employment shall be "work for hire". You acknowledge that you have, and will have at all times while you are employed by the Company, a special obligation to further the interests of the undertakings of the Company, and that all Works and Intellectual Property Rights in the Works will automatically, on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.
- 9.5 To the extent that the Works and Intellectual Property Rights do not vest in the Company or the Barclays Group automatically, you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights vest absolutely in the Company.
- 9.6 You confirm that you will immediately, upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and Intellectual Property Rights in the Works in the Company, to enable

the Company to enjoy the full benefit of the Intellectual Property Rights, and to enable the Company to enforce its Intellectual Property Rights against third parties or defend claims brought against the Company in relation to any Intellectual Property Rights.

- 9.7 By signing Employment Letter you accept and confirm to assign to the Company or a member of the Barclays Group (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You confirm that such assignment shall be perpetual, worldwide and royalty free. You also confirm that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and confirm that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.
- 9.8 You unconditionally and irrevocably waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is or may become due to you.
- 9.9 When this Employment Letter expires or terminates, for whatever reason, you will immediately deliver up to the Company all Works in your possession or under your control, and under no circumstances may any Works be retained by you except with the prior written consent of the Company.
- 9.10 Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Employment Letter will become due to you in respect of your compliance with this Section 9.

10. Confidentiality

- 10.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company and/or any other Barclays Group company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter, where the Company has given written consent or disclosure is required by law, where the information is already in or comes into the public domain (other than by your unauthorised disclosure).
- 10.2 During your employment or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information belongs to the Barclays Group and must be returned by you either at any time during the course of your employment on the request of the Company and immediately on termination of your employment.
- 10.3 For the purposes of this Employment Letter, "Confidential Information" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of the Barclays Group, or any of its customers, clients, suppliers or agents. This includes but is not limited to:
- (a) commercially sensitive information or trade secrets;
 - (b) corporate and marketing strategy, business development plans, sales reports and research results;
 - (c) business methods and processes, technical information and know-how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;
 - (d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;
 - (e) information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales and/or current or anticipated trade union/employee disputes;

(f) information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any current or former director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action;

(g) budgets, management accounts, trading statements and other financial reports;

(h) unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and

(i) any other information which any member of the Barclays Group or any of its employees or consultants has identified (orally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.

10.4 You shall not solicit business for the Company from any clients belonging to your previous employer/s in breach of your terms of employment with your previous employer. You shall not use any confidential information that came to your knowledge in the course of your previous employment/s while working with the Company. You undertake to indemnify the Company against any action that the Company may face on account of your actions in breach of your obligations to your previous employer/s.

11. Regulatory compliance and dealing codes

11.1 The nature of the Barclays Group's business is such that it is authorised and regulated by the appropriate Regulator.

11.2 It is your responsibility to know, understand and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the rules which apply to you, you must contact the Compliance team within your business area.

11.3 If you are a Regulator approved person (or any equivalent status with any other regulator) you must comply with the Regulator's Statement of Principles and Code of Practice for Approved Persons (or meet the applicable standards). Failure to meet these Principles / Standards and / or to comply with this Code of Practice (or other applicable standards) may result in investigation by the regulator, applicable regulator and/or the Company, and / or disciplinary action being taken against you by the Company which may result in the termination of your employment.

11.4 You confirm that you will be bound by and will comply with the Barclays Group Share Dealing Code and with any more stringent dealing rules applicable to you or the area of the business in which you work. In particular, you agree not to make any investment, directly or indirectly, in any company or business which is a customer or client of the Barclays Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.

11.5 Any incentives or compensation payable to you by any member of the Company or Group Company (under this Employment Letter or otherwise, including any guaranteed amounts and including, where applicable, the payment and settlement schedule and split of cash and Shares as set out in this Employment Letter) are subject to limitation or modification to the extent reasonably deemed necessary by the Company including in order to remain consistent with Barclays remuneration policy (as amended from time to time) or to comply with laws and regulations, including any regulations or guidance published by the Regulator from time to time.

12. Expenses

There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location for a meeting. Any expenses must be pre-approved and claimed promptly and will be reimbursed to you in line with our procedures, a copy of which can be found on your intranet.

The Company at its sole discretion may bear certain expenses on your training, learning and developmental needs, subject to your acceptance of the terms and obligations as would be mentioned in the agreement ("Training Agreement") that may be executed with you.

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, post completion of the said trainings/ programs/courses, as the case may be and/or to compensate the Company by paying an agreed sum as liquidated damages. Your specific obligations will form part of the Training Agreement to be executed with you. For the execution of the Training Agreement, you may be asked to get a surety to undertake your obligations under the terms of the Training Agreement.

Unless otherwise agreed in the Training Agreement, any breach of the terms of the said Training Agreement, will be considered as the breach of the terms of this Letter.

13. Attendance at work

- 13.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours or more on a given day, your normal working hours would additionally include up to a daily one hour break.
- 13.2 From time to time, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

14. Sickness Leave

- 14.1 If you are unable to work through ill health or injury you will be entitled to sick leave in accordance with the policy on Leave and Holidays, which can be found in the Company's Intranet. The Company reserves the right to only approve sick leave of more than two consecutive workdays if certified by a medical practitioner of the Company's choice, and you hereby confirm that you co-operate with such an examination and to authorise the full disclosure of any resulting report to Barclays.
- 14.2 The payment of salary and any allowances during periods of sickness will be subject to as prescribed under the applicable laws and you following the requirements regarding notification and certification of absence as set out in this Employment Letter, on your intranet and the Company being satisfied that you are unable to work due to illness or injury.

15. Other absences from work

Approval should be obtained in advance from your line manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your line manager as soon as possible. Absence without approval and / or explanation will be dealt with under the disciplinary procedure which could result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

16. Amendments to terms and conditions of employment

- 16.1 The Company reserves the right to review, revise, amend, replace or withdraw the contents of these Terms and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in legislation or regulation from time to time.
- 16.2 For the avoidance of doubt, where the Company retains a discretion under these Terms (including but not limited to the discretion to make incentive award(s) to you, any matters considered in the decision whether to make such an award and the value, form, conditions and timing of delivery of any such award(s)) such discretion cannot be limited or fettered in any way other than by consent between you and the Company which is documented formally in writing on the Company's headed paper by an authorised member of the Human Resources Department.

17. Allocation of duties and transfer within the Barclays Group

You confirm that the Company will be entitled at any time and with [prior notice (where required by applicable law) to: (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or (ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of the Barclays Group as it will in its absolute discretion determine; and/or (iii) second you on a temporary or permanent basis to work for any company in the Barclays Group or to a third party and/or (iv) transfer your employment and its rights and obligations to another company in the Barclays Group.

18. Leaving Barclays

18.1 Subject to paragraph 2 of these Detailed Terms and Conditions the Company and you may each terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms. In addition:

(a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during any probationary period that may apply to you as set out in your Summary of Key Terms;

(b) your employment shall be conditional on your ability to start work on the agreed Start Date. If you are unable to do so, you will have no entitlement to receive any payment or other benefit whatsoever from the Company or the Barclays Group;

(c) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time which may include failure to comply with any policies and/or procedures including those referred to in the Detailed Terms and Conditions, lack of competence, serious breach of the Terms including improper or unethical behaviour;

(d) Your contractual and normal retirement age is 60 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve written notice; and

(e) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you:

- i. are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or
- ii. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring any member of the Barclays Group or yourself into disrepute or may damage the business or affairs of the Barclays Group; or
- iii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Employment Letter (or otherwise fail or refuse to carry out the duties assigned to you); or
- iv. have breached or otherwise failed the Barclays Group sanctions screening policy or process; or
- v. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or
- vi. materially breach the rules of the Regulator; or
- vii. breach any Barclays Group rules on anti-bribery or anti-corruption;
- viii. don't obtain or maintain the accreditation(s) or qualifications that you are required to have (in the Company's opinion, or according to relevant regulators or professional bodies) to be able to work in your job profile
- ix. be repeatedly absent without leave or absent without leave for a period exceeding 14 days.

This sub paragraph is not exhaustive and does not restrict any other right which the Company may have (whether at common law or otherwise) to terminate your employment summarily.

18.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in lieu of notice period. In respect of the Damages, the Company reserves the right to set-off against/ write off as amount payable/ withhold from the salary and/or any allowances. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

18.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

18.4 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:

- (a) immediately return to the Company all vehicles, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (security pass, business cards, etc) relating to the business of or belonging to the Barclays Group, together with all copies of any such documents that you have in your possession or under your control;
- (b) irretrievably delete any information relating to the business of the Company or the Barclays Group stored on any computer or storage device and all information derived from the same in your possession or control and held outside of any Barclays Group premises;
- (c) resign with immediate effect from any offices or appointments you hold within or connected to the Barclays Group; and
- (d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.

19. Payment in lieu of notice

- 19.1 The Company reserves the right in its sole and absolute discretion to terminate your employment and your terms with immediate effect (whether or not notice has been given by either party) by giving notice in writing to you of its intention to make a payment in lieu of notice and, if it does so, the Company shall make you a payment in lieu of notice, equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion (the "Payment in Lieu"). Where the Company elects to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date specified by the Company, regardless of when the Payment in Lieu is paid
- 19.2 Any Payment in Lieu will be paid less tax and any applicable withholdings. You will not be entitled to receive any payment in respect of holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.
- 19.3 Any Payment in Lieu may be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu may at the Company's discretion be paid as a lump sum within one month of the Termination Date or in equal monthly instalments from the date on which notice is served until what would have been the end of the Notice Period provided always that if after exercising its discretion to make a Payment in Lieu the Company becomes aware of any grounds that would permit it to summarily terminate your employment any payments due under this clause 19.3 will cease to be payable and the net value of any Payment in Lieu that has been received by you shall be repaid as a debt to the Company within 30 days of the Company notifying you of this repayment obligation.

20. Garden leave and suspension

- 20.1 The Company may suspend you at any time from the performance of all or any of your duties:
- (a) for the whole or any part of any applicable Notice Period; or
 - (b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to an investigation by a regulatory authority or an investigation under the Company's disciplinary procedure).
- 20.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of the Barclays Group (other than as a customer) and may require you to:
- (a) not speak to, contact or otherwise communicate with or engage with any director, consultant, agent, contractor or employee of any member of the Barclays Group other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of the Barclays Group unless they are members of your immediate family;
 - (b) at any time to carry out such special projects or duties commensurate with your abilities as the Company shall in its absolute discretion determine;
 - (c) meet with representatives from the Company in order to facilitate a handover of work and provide assistance with ongoing business activity; and
 - (d) take any holiday which you have accrued.
- 20.3 During any period of suspension:
- (a) your employment with the Company and this Employment Letter will continue and you will continue to be bound by your obligations under it (except as expressly set out in this paragraph) including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company; and
 - (b) you shall continue to receive your basic salary and all contractual benefits in the usual way.

21. Post termination restrictions

- 21.1 You confirm to the Company (for itself and as trustee and agent for each member of the Barclays Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, firm, company or other entity:

(a) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date approach, solicit or deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company or the Barclays Group and with whom you had material dealings in the course of your employment with the Company or in respect of whom you were aware of material and confidential information, in both cases within the 12 month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the business of the Barclays Group; and

(b) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date solicit or entice away or attempt to solicit or entice away or employ or engage any director, officer or employee of executive status in the Barclays Group with whom you had material dealings within the 12 months period immediately prior to the Termination Date. For the purposes of this paragraph "employee of executive status" will include without limitation any employee of the Barclays Group with a corporate grading Managing Director, Director, Vice President (or equivalent grades, or anything which replaces these grades) and any employees of the Barclays Group with a lower corporate grading where in the 12 months prior to the Termination Date, you have had line manager responsibilities in relation to that employee or they have had line manager responsibilities or have been engaged in work or projects which in the Company's reasonable opinion are key to its business and / or mean that they are in possession of material and confidential information relating to the Barclays Group.

21.2 Each of the restrictions contained in this paragraph are considered by the parties to be reasonable in all the circumstances as at the date of this Employment Letter. However, the parties acknowledge that if any one or more of such restrictions will be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Barclays Group, but would be enforceable if words were deleted or one or more of the duration, range of activities and area covered were reduced in scope, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Letter and it is confirmed that each restriction in this paragraph will be construed as separate and individual restrictions.

21.3 You confirm that if, during either your employment with the Company or the period of the restrictions set out in this paragraph you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offeror as soon as reasonably practicable after receiving the offer.

22. Further terms

22.1 No omission to exercise or delay in exercising any right, power or remedy of the Company under this Employment Letter will constitute a waiver of that right, power or remedy.

22.2 During your employment:

(a) the Company may at its discretion require that you undergo screening, including for criminal record, sanctions list and/or credit reference checks from time to time. It is anticipated that any such screening would only be undertaken if required for regulatory purposes or in order to comply with the minimum standards for the role you are undertaking; and

(b) you should advise the Company should any of the circumstances as set out in paragraph 18.1(e) of this Employment Letter arise or be brought against you.

22.3 You acknowledge that in entering into these Terms you have not relied on any representation or undertaking by the Company whether oral or in writing, except as expressly incorporated into this Employment Letter.

22.4 You consent to the Company monitoring your use of all Company resources and its communication and electronic equipment (including without limitation the telephone, internet, blackberry, software applications and email systems) and information stored on the Company's computer equipment, as described in your local acceptable use policy in accordance with the Barclays Group procedure and / or guidance on electronic communications. A copy of the policy that applies to you can be found on your intranet.

22.5 You understand that you may, during your employment, be granted awards under the terms of one or more of the Company's long term incentive plans or any incentive or bonus plan operated by the Barclays Group. If, on termination of your employment, you lose any of the rights or benefits under any such plans you will not be entitled, by way of compensation for loss of office or otherwise, to any compensation for the loss of any rights under any such plans.

22.6 If your employment is terminated at any time by reason of any reconstruction or amalgamation of the Company or any Barclays Group company, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are

no less favourable to any material extent than the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

23. Certifications

23.1 You confirm and certify that:

- (a) you are not precluded or restricted by any term of any agreement, undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;
- (b) you will notify the Company of any change in circumstances around the termination of your employment with your previous employer between the date of this Employment Letter and the Start Date;
- (c) you are not currently, and have never been, the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on-going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);
- (d) you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti-competitive behaviour; and
- (e) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.

23.2 Any breach of these certifications will entitle Barclays to immediately terminate your employment.

24. Governing law

Your Terms are governed in accordance with the laws of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management in relation to any legal action or proceedings that arise out of or in connection with this Employment Letter.

25. Key policies, procedures and practices

- 25.1 During your employment with the Company (and where applicable after your employment has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations, including (but not limited to) Barclays Group policies and procedures on, and any other obligations relating to, anti-bribery and corruption. Failure to do so may result in disciplinary action being taken against you.
- 25.2 You should familiarise yourself with all policies and procedures that apply to your grade and business area as set out on your intranet. The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important (although this is not intended as a comprehensive list):

- Any applicable Employee Handbook
- Anti Bribery and Corruption
- Regulator's Business Principles
- Disclosure obligations
- Data protection, confidential information and Chinese walls
- Equality and Diversity
- Managing people, including on various types of leave and our disciplinary and grievance policies
- Bullying, Harassment and Discrimination policy
- Prevention of Sexual Harassment at the Workplace
- Dress at Work
- Electronic and other forms of communication
- Personal account and share dealing
- Conflicts of interest and outside business interests and affiliations
- Market conduct
- Gifts and Entertainment
- Health and Safety

- Whistleblowing or Raising Concerns
- Substance Abuse

25.3 Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.

25.4 The disciplinary and grievance rules and procedures which are applicable to your employment are set out on your intranet. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing to your line manager or HR contact in accordance with the Company's disciplinary procedure. If you wish to raise a grievance please apply in writing to your line manager or HR contact in accordance with the Company's grievance procedure.

APPENDIX 1

Definitions and interpretation

In the Detailed Terms and Conditions, the following terms have the following meanings:

"Barclays" means Barclays PLC.

"Barclays Group" means Barclays, the Company, and any company which is from time to time:

- (a) a holding company (as defined by Section 1159 of the Companies Act 2006) of Barclays
- (b) a subsidiary (as defined by Section 1159 of the Companies Act 2006) of Barclays or of its holding company;
- (c) a company over which Barclays has control within the meaning of Section 1124 of the Corporation Tax Act 2010; or
- (d) a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of Barclays;

and **"Barclays Group company"** will be interpreted accordingly.

"Company" means your employing entity within the Barclays Group.

"Damages" shall mean loss and damage suffered by the Company on account of unauthorized termination of the Employment Letter in breach of the provisions mentioned herein.

"FCA" means the UK's Financial Conduct Authority, or any successor or applicable regulatory authority.

"Notice Period" means the notice period as set out in your Summary of Key Terms.

"PRA" means UK's Prudential Regulation Authority, or any successor or applicable regulatory authority.

"Regulator" means the FCA and / or the PRA, and/or RBI and/or SEBI as may be applicable, or any successor or applicable regulatory authority.

"Risk and/or Compliance requirements" means a control or regulatory issue of business unit significance that is identified by the Company in its absolute discretion.

"RBI" means the Reserve Bank of India or any successor or applicable regulatory authority.

"SEBI" means the Securities Exchange Board of India or any successor or applicable regulatory authority.

"Share" means an ordinary share in Barclays PLC.

"Start Date" means the start date as set out in your Summary of Key Terms.

"Termination Date" means the date on which your employment terminates.

Some capitalised terms in the Detailed Terms and Conditions are as defined in your Summary of Key Terms and any applicable Schedules unless stated otherwise. References to any statute or legislation will include any modification, re-enactment or extension of that legislation.



Offer: Computer Consultancy
Ref: TCSL/DT20222780013/Mumbai
Date: 29/07/2022

Mr. Niel Pascoal Dmello
Ish ShradhaVatar Road,
Dontalav,
Virar-401301,
Maharashtra.
Tel# 91-9209176095

Dear Niel Pascoal Dmello,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto ₹60,000 over and above your CTC during the first year. The Learning Incentive pay outs made as per your eligibility are recoverable, if you cease to be employed with TCSL, within 12 months of joining TCSL.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.



12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

This contract of traineeship in TCS and subsequent employment post successful completion of your traineeship is terminable by you by giving 90 days notice in writing. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily serve the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion in the interest of business.

i. This contract of traineeship and subsequent employment post successful completion of your traineeship may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

ii. Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by TCS at its sole discretion having regard to the responsibilities shouldered by you while being in the employment of TCS and business continuity.



16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

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- address affidavits etc.)
- Passport / Acknowledgement letter of passport application
 - Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
 - 4 passport sized photographs
 - Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
 - An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
 - If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.



22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.



(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



- Encl: Annexure 1: Benefits and Gross Salary
- Annexure 2: List of TCS Xplore Centres
- Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Niel Pascoal Dmello
Designation	Assistant System Engineer-Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

<p>Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot R 41, Gandhinagar - 382007</p>	<p>Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka</p>
<p>BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue: Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024</p>	<p>Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119</p>
<p>DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana</p>	<p>DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glexy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP</p>
<p>Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFI House,G.S. Road, Dispur,Guwahati - 781006,Assam</p>	<p>Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad</p>
<p>INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh</p>	<p>KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - 11F/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords</p>
<p>KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042</p>	<p>MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokhron Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606</p>
<p>NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,</p>	<p>PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra</p>
<p>Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India</p>	



Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy
Ref: TCSL/DT20222775292/Mumbai
Date: 29/07/2022

Mr. Aman Mansing Gadadare
204-A Wing Sanjog Apt Bhatwadi Ganesh Chowk Thane W,
Ganesh Chowk,
Thane-400604,
Maharashtra.
Tel# -

Dear Aman Mansing Gadadare,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto ₹60,000 over and above your CTC during the first year. The Learning Incentive pay outs made as per your eligibility are recoverable, if you cease to be employed with TCSL, within 12 months of joining TCSL.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No.2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.



12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

This contract of traineeship in TCS and subsequent employment post successful completion of your traineeship is terminable by you by giving 90 days notice in writing. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily serve the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion in the interest of business.

i. This contract of traineeship and subsequent employment post successful completion of your traineeship may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

ii. Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by TCS at its sole discretion having regard to the responsibilities shouldered by you while being in the employment of TCS and business continuity.



16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

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TATA CONSULTANCY SERVICES

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Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

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- address affidavits etc.)
- Passport / Acknowledgement letter of passport application
 - Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
 - 4 passport sized photographs
 - Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
 - An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
 - If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.



22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.



(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Aman Mansing Gadadare
Designation	Assistant System Engineer-Trainee
Institute Name	Fr. Conscience Rodrigues College Of Engg, Bandra

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

<p>Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot R 41, Gandhinagar - 382007</p>	<p>Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka</p>
<p>BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue: Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024</p>	<p>Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119</p>
<p>DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana</p>	<p>DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glexy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP</p>
<p>Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFI House,G.S. Road, Dispur,Guwahati - 781006,Assam</p>	<p>Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad</p>
<p>INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh</p>	<p>KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - 11F/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords</p>
<p>KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042</p>	<p>MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokhoran Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606</p>
<p>NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,</p>	<p>PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra</p>
<p>Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India</p>	



Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

**BE YOURSELF,
MAKE A DIFFERENCE.**

accenture

Strictly Private and Confidential

Date: 04/07/2023

Quincy Joseph Gonsalves

C11885232

Devdarshan, Khivni, Nandakhal, Post- Agashi, Virar(W)

8329605947

Dear **Quincy Joseph Gonsalves**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

Job Profile - Packaged App Development Associate

Management Level - 12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , which shall be completed, without any delay or extension, within the course timeline as prescribed by the college/institution/university, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

Version 11.0 Apr-2023

1

Candidate's Signature _____

Reference Id: f2ea1343-2d8e-4c6a-bad3-2315a2c019d1_1
Signed By: MAHESH VASUDEO ZURALE

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You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. Before onboarding, we encourage you to take both doses of the COVID-19 vaccine.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 7 days (Seven days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 7 days (Seven days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

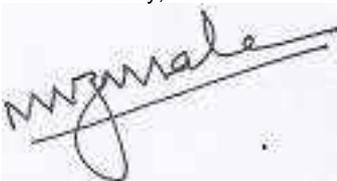
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

Quincy Joseph Gonsalves

ANNEXURE I

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000/-
(B) Individual Performance Bonus (IPB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 14,300/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 461200/-

(E)##Additional Discretionary Reimbursements	
One-time WFH Assistance reimbursement	INR 18,000/-
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)

(F)Optional opportunity to participate in the Employee Share Purchase Plan	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares at 15% discount on the fair market value	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Individual Performance Bonus (IPB)

You will be eligible to participate in the FY23 (September 2022 to August 2023) Individual Performance Bonus (IPB) Programme. Your

indicative pay-out can range from **0%** to **8.5%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C)Joining Bonus:

You would receive a discretionary joining bonus of INR **25,000/-** in addition to the Annual Fixed Pay, subject to your joining the Company on or before the date of joining confirmed to you by the recruiter. The joining bonus is a one-time payment that will be paid with the first month's salary. In the unlikely event of you choosing to leave the Company, or your services being terminated, before the completion of one year of employment with the Company, the full amount of joining bonus amount shall become payable by you and shall be repaid on termination of your employment/separation from the Company. You agree that any dues payable by you on termination/separation from the Company as aforesaid shall be recovered/adjusted from your final settlement to the extent possible and if adjustments/set off are not possible, you agree to pay back to the Company the required amounts (part or full as the case may be) on or before your last working day or within a timeline as demanded by the Company. The same applies to any partial or shortfalls that needs to be recovered from you.

To be able to receive any joining bonus amount, you shall need to be on the payroll of the Company and in good standing (i.e., not serving a notice, not under a disciplinary proceeding or being reviewed for performance improvement)

You authorize the Company to set off the recoverable joining bonus amount either in full or part and as mentioned in clause above due from you, against any amounts, salaries, allowance, or any other pecuniary benefit which is due and payable to you by the Company. However, if the Joining Bonus amount to be recovered exceeds the amount due and payable by the Company to you at the time of your exit, you agree to pay the remaining balance of the Joining Bonus amount (or the full joining bonus amount, as the case may be) within the notified timelines provided by the Company. In the event, you fail to repay the balance or full amount of the Joining Bonus, as the case may be, pursuant to the time frames set forth above and it is necessary to take legal action against you to collect such amount, you agree to reimburse the Company for all costs incurred by the Company to collect such amounts, including attorney's fees and court costs.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

#(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion. Currently, the discretionary WFH benefits as mentioned in Annexure 1 (E) are available for our people until August 31, 2023 as per the company guidelines, provided such employees have joined/onboarded with Accenture before August 31st 2023.

5.You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6.Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In case you are relocating from your current location to join Accenture, you would be eligible for relocation assistance. You are entitled to relocation assistance up to the maximum limit of INR 2500.00/-, to be reimbursed on actuals along with appropriate supporting bills towards the following:

- Travel expenses by air / train for employee, spouse, dependent parents and children from previous work location / place of residence to the joining location, including any conveyance expenses.
- Expenses towards movement of goods and household articles (including insurance) from previous work location / place of residence to the joining location.
- Expenses towards movement of one vehicle including Road Tax / Octroi.
- Brokerage charges for new residence at the joining location. Refundable deposits shall not be reimbursed.

You will be provided with transit accommodation for the first 14 days of your stay at your joining location. You will receive further updates regarding your relocation assistance, 30 days before Date of joining from the onboarding team.

All the expenses would have to be claimed as a one- time reimbursement. You would require approval from your People Advisor for the reimbursement. All permissible expenses should be claimed through the Time and Expense Reporting application <Expense type - Other Expense - Sub Type- Relocation Expenses (Domestic) - Relocation Type- New Joiner Relocation (NJR) > within 90 days of joining.

In the unlikely event of you choosing to leave the Company, or your services being terminated, before the completion of one year of employment with the Company, the relocation amount will become payable by you and should be repaid on termination of your employment/separation from the Company. In the event, you fail to repay the relocation amount, and it is necessary to take legal action against you to collect such amount, you agree to reimburse the Company for all costs incurred by the Company to collect such amounts, including attorney's fees and court costs.

Any dues payable by you on termination/separation from the Company as aforesaid will be recovered/adjusted from your final settlement to the extent possible and if adjustments/set off are not possible, you will need to pay back to the Company the required amounts (part or full as the case may be) on or before your last working day or within a timeline as demanded by the Company. The same applies to any partial or shortfalls that needs to be recovered from you.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Certification Completion Document (as mentioned in the eligibility criteria)
9. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

Quincy Joseph Gonsalves

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

**BE YOURSELF,
MAKE A DIFFERENCE.**

accenture

Strictly Private and Confidential

Date: 05/26/2023

Akhilesh Sambhaji More

C11977423

Suryadarshan D wing ,Room no 234 Parmanandwadi G.D. Ambekar Marg Parel Village

9029298389

Dear **Akhilesh Sambhaji More**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

Job Profile - Packaged App Development Associate

Management Level - 12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , which shall be completed, without any delay or extension, within the course timeline as prescribed by the college/institution/university, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

Version 11.0 May-2023

1

Candidate's Signature _____

Reference Id: 3a4b8f7a-d07b-4387-951a-eabe0696e94f_1
Signed By: MAHESH VASUDEO ZURALE

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You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. Before onboarding, we encourage you to take both doses of the COVID-19 vaccine.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 7 days (Seven days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 7 days (Seven days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

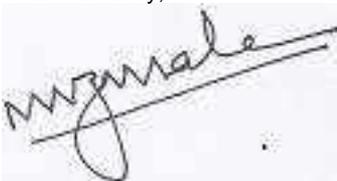
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

Akhilesh Sambhaji More

ANNEXURE I

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000/-
(B) Individual Performance Bonus (IPB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 13,800/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 460700/-

(E)##Additional Discretionary Reimbursements	
One-time WFH Assistance reimbursement	INR 18,000/-
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)

(F)Optional opportunity to participate in the Employee Share Purchase Plan	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares at 15% discount on the fair market value	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Individual Performance Bonus (IPB)

You will be eligible to participate in the FY23 (September 2022 to August 2023) Individual Performance Bonus (IPB) Programme. Your

indicative pay-out can range from **0%** to **8.5%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C)Joining Bonus:

You would receive a discretionary joining bonus of INR **25,000/-** in addition to the Annual Fixed Pay, subject to your joining the Company on or before the date of joining confirmed to you by the recruiter. The joining bonus is a one-time payment that will be paid with the first month's salary. In the unlikely event of you choosing to leave the Company, or your services being terminated, before the completion of one year of employment with the Company, the full amount of joining bonus amount shall become payable by you and shall be repaid on termination of your employment/separation from the Company. You agree that any dues payable by you on termination/separation from the Company as aforesaid shall be recovered/adjusted from your final settlement to the extent possible and if adjustments/set off are not possible, you agree to pay back to the Company the required amounts (part or full as the case may be) on or before your last working day or within a timeline as demanded by the Company. The same applies to any partial or shortfalls that needs to be recovered from you.

To be able to receive any joining bonus amount, you shall need to be on the payroll of the Company and in good standing (i.e., not serving a notice, not under a disciplinary proceeding or being reviewed for performance improvement)

You authorize the Company to set off the recoverable joining bonus amount either in full or part and as mentioned in clause above due from you, against any amounts, salaries, allowance, or any other pecuniary benefit which is due and payable to you by the Company. However, if the Joining Bonus amount to be recovered exceeds the amount due and payable by the Company to you at the time of your exit, you agree to pay the remaining balance of the Joining Bonus amount (or the full joining bonus amount, as the case may be) within the notified timelines provided by the Company. In the event, you fail to repay the balance or full amount of the Joining Bonus, as the case may be, pursuant to the time frames set forth above and it is necessary to take legal action against you to collect such amount, you agree to reimburse the Company for all costs incurred by the Company to collect such amounts, including attorney's fees and court costs.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 4 Dependent children	INR 5,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to 2 times of your annual fixed compensation with minimum cover of INR 7,50,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

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b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law up to INR 20,00,000 and siblings up to INR 10,00,000 under a separate Insurance plan. You also can avail optional Top-Up Policy for yourself and your dependents (spouse/partner and 4 children) up to INR 30,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse/partner and 4 dependent children
- 20% of such claims for parents, parent's in-law and siblings under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to two times of your annual fixed compensation with minimum cover of INR 7,50,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

#(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

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company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion. Currently, the discretionary WFH benefits as mentioned in Annexure 1 (E) are available for our people until August 31, 2023 as per the company guidelines, provided such employees have joined/onboarded with Accenture before August 31st 2023.

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- Expenses towards movement of goods and household articles (including insurance) from previous work location / place of residence to the joining location.
- Expenses towards movement of one vehicle including Road Tax / Octroi.
- Brokerage charges for new residence at the joining location. Refundable deposits shall not be reimbursed.

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All the expenses would have to be claimed as a one- time reimbursement. You would require approval from your People Advisor for the reimbursement. All permissible expenses should be claimed through the Time and Expense Reporting application <Expense type - Other Expense - Sub Type- Relocation Expenses (Domestic) - Relocation Type- New Joiner Relocation (NJR) > within 90 days of joining.

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Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Certification Completion Document (as mentioned in the eligibility criteria)
9. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

Akhilesh Sambhaji More

Date:

Disclaimer

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Date:

To,
MR. MANOHARAN
MUMBAISub: Letter of Engagement

Dear

We are pleased to inform you that based on the technical evaluation and panel interviews, you have been selected for the position of "Trainee Software Developer" at Ingram Micro. The Compensation details is set out in Annexure A. This is subject to normal applicable standard deductions as per Company's policies.

You would be under probation for 1 year following the commencement of employment. Your confirmation at the end of the probation period is subject to successful completion of your performance review.

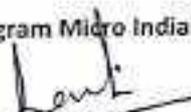
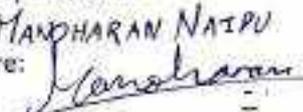
Please note that the company believes in 'Re-engineering' as a continuous process, and therefore, designations, responsibilities and location are subject to modifications in line with the business objectives.

A detailed offer letter will be provided on completion of required documentations prior to your date of joining.

Please sign a copy of this letter as your acceptance and return the same to us.

We look forward to welcome you at INGRAM MICRO!

For Ingram Micro India SSC Pvt. Ltd.


Lakshmi Vellure
HR LeadDate: 09/09/2022
Name: MANOHARAN NAIPU
Signature: 

Ingram Micro India SSC Private Limited
CIN: U51101MH2012PTC237694

Tel+ 91-22-39894645
Fax +91-22-30564000

Registered Office:
Unit No. 202, Second Floor, Akruvi Corporate Park, LBS Marg,
Next to GE Gardens, Kanjur Marg (West), Mumbai 400078

ANNEXURE 'A'		
Components	Monthly Compensation	Annual Compensation
Basic	23062	276744
HRA	11531	138372
Personal Pay	6919	83028
LTA	4612	55344
Fixed Compensation (A)**	46124	553488
Employer Provident Fund Contribution	2767	33204
Gratuity*	1109	13308
Total Retirals (C)	3876	46512
Total Compensation (TAC)		
Cost to Company (CTC) - (A+B+C)	50000	600000

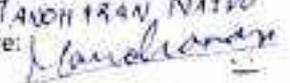
Bills/Supporting to be produced to avail tax exemption, subject to IT rules

**Income Tax and P.T deductions as applicable

*Gratuity as per The Gratuity Act 1972

For Ingram Micro India SSC Pvt. Ltd.


Lakshmi Vellore
HR Lead

Date: 09/09/2022
Name: MANOHARAN, NATAR
Signature: 



Date: November 10, 2022

Ref: LTI/HR/EN3/Campus/2023

Name: Royce

College: Fr. C. Rodrigues College of Engineering, Bandra

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Royce,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on being selected as a **Graduate Engineer Trainee**. This offer is on the following terms and conditions, subject to fulfilling the eligibility criteria (Refer '**Annexure 1**') and a successful background check.

1. During the training period (includes classroom and on the job training) of 3 months, your Stipend including all benefits will be **Rs. 30000 pm**.
2. All payments made to you would be subject to deduction of applicable taxes at source (TDS).Your remuneration is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever, except with the prior consent of the Company.
3. You will also be issued a detailed Letter of Appointment as Graduate Engineer Trainee subject to you meeting the eligibility criteria as mentioned in '**Annexure-1**'. Your appointment is in accordance with the Apprentices Act, 1961.
4. **Documents** - Your offer is subject to you submitting all the mandatory documents at the time of joining. (Refer '**Annexure-2**')
5. **Background Verification** - As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your educational / professional credentials and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, this offer shall stand withdrawn, apart from other legal action being initiated against you.
6. If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this **Graduate Engineer Trainee Offer Letter** on the **CampBuzz Portal** (<https://campbuzz.ltinfotech.com>) and register your credentials therein within seven (7) days from the date of this letter.

If you do not register your credentials within the above period on the Company portal and accept the offer on the portal within (7) days, the aforesaid offer automatically stands cancelled.

Post registration on the above portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.

7. You are required to register yourself as an apprentice on the apprenticeship portal <http://www.mhrdnats.gov.in> within [7] days from the date of this offer or once your final semester is completed as applicable.



8. You may be confirmed in 3 months from the effective start date of your employment with the Company. During this period, a prior notice of 7 days shall be applicable, in case of voluntary resignation by the employee. Your employment with LTI will be terminated without any notice or stipend or compensation in lieu of notice in the below circumstances, which you agree are reasonable and acceptable:
 - Failing to meet the qualification criteria during the Training Program assessments
 - Unauthorized absence during the Training Program
 - Integrity and other disciplinary expectations
9. All Annexures appended herewith shall form an integral part of this letter.
10. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.
11. The terms and conditions mentioned above are subject to change at any time at sole discretion of the Company and as per business demands without prior notice.
12. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.
13. Post successful completion of 3 months and subject to joining the Company, your annual CTC including all benefits will be as per the details mentioned in '**Annexure-3**'.
14. As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining the Company. You are therefore requested to complete the Company training which will be communicated to you separately. Company has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings are critical and the outcomes would have a direct impact on your onboarding.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For LTI Ltd.

Thiagu Dharmalingam
Senior Manager -Talent Acquisition

I have read the letter and accept the same.

Signature and Date

ANNEXURE-1

Eligibility Criteria for Engineering - Year 2023 Batch		
Qualification:	B.E./B.Tech.	M.E./M.Tech/MCA/M.SC
Branches:	All Branches	M.E./M.Tech(All branches) MCA, M.Sc (five-year integrated CS/IT)
Age Criteria: As on 1st July of Passing year (2023)	Less than 24 years	Less than 26 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma which should not be more than 2 years. No Year drop allowed.	
SSC, HSC Percentages/CGPA:	60% & Above OR Equivalent CGPA	
	NOTE: <ul style="list-style-type: none"> SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only. For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration. 	
Diploma/Graduation Percentage/CGPA :	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA	
	<ul style="list-style-type: none"> For the interview process, an aggregate of 60% & above <u>till the results of the last conducted examination</u> will be considered Aggregate of 60% & above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule) Conversion from CGPA into Percentage must be calculated as per your respective University norms Provisional/Passing Certificate must state First Class 	
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation, Post Graduation)	<ul style="list-style-type: none"> No active/live backlogs allowed at the time of the interview process All backlogs (if any) must be cleared <u>with the final semester exams</u> All final semester subjects <u>must be attempted and cleared in the First Attempt</u> (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course) Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear. 	
Nature of Course:	All Full Time courses Only	
Year of Passing:	(2023) SUMMER Pass outs Only	
Citizenship:	Resident Indian Citizens Only	
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY	
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence	
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at the time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS	
Training phase:	The period of training (classroom/virtual) and the subsequent technology & communication tracks assigned for training are purely subjected to the business requirements. Non-performance during technical & communication trainings/on the job phase is subjected to separation from the organization	
Flexibility:	Should be flexible to work in any technology/work-shift/domain and work from any development center/partner premise/customer location as per business needs	
Cooling Period:	Should NOT have appeared for any LTI interview process anywhere in the past 6 months from the date of my interview process.(If found so, LTI may take immediate action and cancel the candidature at ANY stage)	
Eligibility for Maternity Leave:	As per the Maternity Benefit Act, 1961, employee would be entitled for maternity leave if she has worked for a minimum of 80 days in the organization in the twelve months immediately preceding the date of her expected date of delivery	



Self-Declaration:

1. You should meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. LTI may take immediate action at any time during or after the Interview/Selection/Joining if found hiding any information/involved in any sort of malpractices/producing incorrect information or not meeting all the criteria mentioned above.
3. This recruitment process is completely free of cost.

Candidate Signature: _____

Name: _____

Institute Name: _____

Mobile No: _____



ANNEXURE-2

Please bring along with you the following documents in original and one copy of the same.

- A. Duly acknowledged copy of the Graduate Engineer Trainee Offer Letter.
- B. Non-Disclosure Agreement.
- C. Two copies of your recent passport size photograph with white background.

Attested copies of the following are required:

- 1. Proof of age.
- 2. SSC/HSC or equivalent examination mark sheets.
- 3. Diploma / Degree mark sheets for all the Semesters/Years.
- 4. Passport first & last page.
- 5. Four wheeler Driving License.
- 6. Pan card.
- 7. Aadhar card.

You are requested to note that our offer is subject to submitting the above documents.

ANNEXURE-3

Name : Royce Date : November 10, 2022

Salary Grade : P1

Components	INR. (p.a.)	INR. (p.m.)
Basic	180000	15000
Bouquet of Benefits	264180	22015
Bonus	21000	1750
Base Salary (p.a.)	465180	38765
Annual Incentive	0	
Total Variable (p.a.)	0	
TTC(p.a.)	465180	
PF	21600	1800
Gratuity	8658	722
Mediclaime Premium(p.a)	12929	1077
Retirals & Other Benefits(p.a)	43187	3598
Cost to Company (CTC)	508367	42363

Medical Insurance Premium:

The Group Mediclaime Policy of Company covers Employee, Spouse & upto 3 dependent children (below 25 yrs of age). Coverage limits are as per company policy.

You would also be eligible to be covered under the Voluntary Group Term Life and Group Accident Insurance policy as per the company policy.

Notes:

- 1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2) Bouquet of Benefits* /Flexi Pay consists of Flexi-components which may include HRA, Conveyance, LTA, Meal Allowance and Adhoc allowance.
- 3) H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 4) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
- 5) Gratuity payment shall be as per "Payment of Gratuity Act, 1972".
- 6) Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

July 29, 2022

Mr. Sparsh Bindroo

Email id: crce.8797.ecs@gmail.com

Sub: Letter of Intent - Quantiphi Analytics Solutions Private Limited ('Company')

Dear Sparsh Bindroo,

We are pleased to offer you the position of **Intern - Business Analyst** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company").

Your salary during the course of full-time employment will be INR **8,50,000/-** annually on a cost to company basis.

Fixed Component	QCDP Reward	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

As a part of your onboarding process, you will undergo a four-month internship ('Virtuverse') with us and thereby leading to confirmation as a full-time employee based on your performance.

'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc.

During the period of internship, you will be paid a fixed amount of INR 23,000/- per month as stipend and all other allowances/benefits will be shared with you by February 2023.

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company.

The Letter of Intent needs to be accepted within 48 hours, else it will be considered as null and void.



Authorized Signatory
Mohini Palchowdhury
(Head - Human Resources)



Agreed and Accepted
Sparsh Bindroo



Ingram Micro India SSC Private Limited
CIN: U51101MH2012PTC237694

Registered Office:

Unit No. 202, Second Floor, Akruti Corporate Park, LBS Marg,
Next to GE Gardens, Kanjur Marg (West), Mumbai 400078



Tel+ 91-22-39894645
Fax +91-22-30561000

Date:

To,
Ms. Anushka Bobade
Mumbai

Sub: Letter of Engagement

Dear

We are pleased to inform you that based on the technical evaluation and panel interviews, you have been selected for the position of "Trainee Software Developer" at Ingram Micro. The Compensation details is set out in **Annexure A**. This is subject to normal applicable standard deductions as per Company's policies.

You would be under probation for **1 year** following the commencement of employment. Your confirmation at the end of the probation period is subject to successful completion of your performance review.

Please note that the company believes in 'Re-engineering' as a continuous process, and therefore, designations, responsibilities and location are subject to modifications in line with the business objectives.

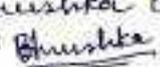
A detailed offer letter will be provided on completion of required documentations prior to your date of joining.

Please sign a copy of this letter as your acceptance and return the same to us.

We look forward to welcome you at INGRAM MICRO!

For Ingram Micro India SSC Pvt. Ltd.


Lakshmi Vellore
HR Lead

Date: 09-09-2022
Name: Anushka Bobade
Signature: 

Ingram Micro India SSC Private Limited
CIN: U51101MH2012PTC237694

Tel+ 91-22-39894645
Fax +91-22-30561000

Registered Office:

Unit No. 202, Second Floor, Akruti Corporate Park, LBS Marg,
Next to GE Gardens, Kanjur Marg (West), Mumbai 400078

ANNEXURE 'A'		
Components	Monthly Compensation	Annual Compensation
Basic	23062	276744
HRA	11531	138372
Personal Pay	6919	83028
LTA	4612	55344
Fixed Compensation (A)**	46124	553488
Employer Provident Fund Contribution	2767	33204
Gratuity*	1109	13308
Total Retirals (C)	3876	46512
Total Compensation (TAC)		
Cost to Company (CTC) - (A+B+C)	50000	600000

Bills/Supporting to be produced to avail tax exemption, subject to IT rules

**Income Tax and P.T deductions as applicable

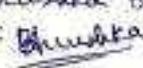
*Gratuity as per The Gratuity Act 1972

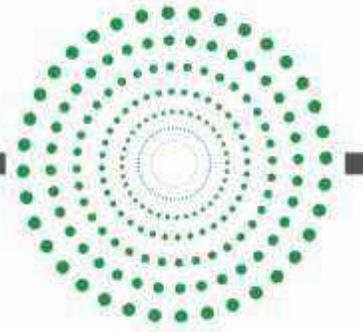
For Ingram Micro India SSC Pvt. Ltd.


Lakshmi Vellore
HR Lead

Date: 09-09-2022

Name: Anushka Bobade

Signature: 



August 02, 2022

Offer of Employment with Dolat Group

Dear Arnav Chawathe ,

It is my pleasure to extend the following offer of employment to you on behalf of Dolat Group further to the interview and discussions you have had with us. You are expected to join duly on 05/06/2023.

Dolat Group is pleased to offer you a position of Strategy Software Developer. You will be on a probation period of six months. We trust that your knowledge, skills and experience will be amongst our most valuable assets.

Offer stands cancelled in case of any deviation in information or if you fail to report to us on or before pre-decided date.

You will need to submit all your (original on demand for verification only) qualification documents, relieving documents and salary slip (if any) of last six months with a copy of each, on the date of joining.

Your paid holidays for a year are 21 working days calculated on pro-rata basis.

Your CTC will be 16.00 Lakhs (Bifurcations are as given in the annexure).

As an incentive to retain you throughout the period of employment, we shall pay you a sum of Rs 6,00,000/- as Retention Bonus as explained below.

Rs 50,000/- after completion of every 06 months for 03 years and Rs 75,000/- every 6 months in the 4th & 5th year.

Accept Job Offer,

By signing and dating this letter below, I, accept the job offer of Strategy Software Developer by Dolat Group

Signature: _____ Date: _____



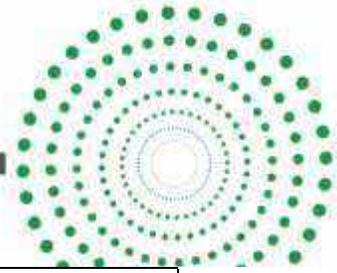
022-6692 2045



hrteam@dolatcapital.com/
www.dolatcapital.com



901, Peninsula Park, Off Link Road, A-4 Veera Desai Industrial Estate, Andheri West, Mumbai, Maharashtra, 400 058



Offer Letter Contd... ANNEXURE
 SALARY BIRFURCATIONS ARE AS UNDER:

Company Cost : 10.00 LPA			
Salary Heads		MONTHLY	YEARLY
Basic Salary		33333.00	399996.00
HRA Allow		16667.00	200004.00
CCA		18050.00	216600.00
	A	68050.00	816600.00
Fixed/Variables	B		0.00
Flexible Heads			
Food Coupon		1250.00	15000.00
LTA		3500.00	42000.00
MOTOR CAR		4000.00	48000.00
Professional Dev		1250.00	15000.00
Telephone		1500.00	18000.00
	C	11500.00	138000.00
Mediclaime Policy	D		2000.00
Gratuity	E		20000.00
EPF	F		23400.00
TOTAL TAKE A To F		79550.00	1000000.00

- PN : 1.All in rounded figures. Payheads may be inter changed later on.
 2.Perks & EPF are optional. A declaration is required for opting out of the EPF.
 3.Employer contribution of EPF included in the CTC. Both employee + employers amount shall monthly be deposited in your EPF A/c with the Government.
 4. Gratuity 2% of the CTC. Rounded to nearest.
 5. Tax may vary depends upon your Investments & previous employer's salary.

We look forward to an enduring relationship with you.

Yours Sincerely,



JIGAR P SHAH – Dolat Capital Market Pvt Ltd



022-6692 2045



hrteam@dolatcapital.com/
 www.dolatcapital.com



901, Peninsula Park, Off Link Road, A-4 Veera Desai Industrial Estate, Andheri West, Mumbai, Maharashtra, 400 058



Date: November 10, 2022

Ref: LTI/HR/EN3/Campus/2023

Name: Deon Norbert Dsouza

College: Fr. C. Rodrigues College of Engineering, Bandra

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Deon Norbert Dsouza,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on being selected as a **Graduate Engineer Trainee**. This offer is on the following terms and conditions, subject to fulfilling the eligibility criteria (Refer '**Annexure 1**') and a successful background check.

1. During the training period (includes classroom and on the job training) of 3 months, your Stipend including all benefits will be **Rs. 30000 pm**.
2. All payments made to you would be subject to deduction of applicable taxes at source (TDS).Your remuneration is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever, except with the prior consent of the Company.
3. You will also be issued a detailed Letter of Appointment as Graduate Engineer Trainee subject to you meeting the eligibility criteria as mentioned in '**Annexure-1**'. Your appointment is in accordance with the Apprentices Act, 1961.
4. **Documents** - Your offer is subject to you submitting all the mandatory documents at the time of joining. (Refer '**Annexure-2**')
5. **Background Verification** - As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your educational / professional credentials and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, this offer shall stand withdrawn, apart from other legal action being initiated against you.
6. If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this **Graduate Engineer Trainee Offer Letter** on the **CampBuzz Portal** (<https://campbuzz.ltinfotech.com>) and register your credentials therein within seven (7) days from the date of this letter.

If you do not register your credentials within the above period on the Company portal and accept the offer on the portal within (7) days, the aforesaid offer automatically stands cancelled. Post registration on the above portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.

7. You are required to register yourself as an apprentice on the apprenticeship portal <http://www.mhrdnats.gov.in> within [7] days from the date of this offer or once your final semester is completed as applicable.



8. You may be confirmed in 3 months from the effective start date of your employment with the Company. During this period, a prior notice of 7 days shall be applicable, in case of voluntary resignation by the employee. Your employment with LTI will be terminated without any notice or stipend or compensation in lieu of notice in the below circumstances, which you agree are reasonable and acceptable:
 - Failing to meet the qualification criteria during the Training Program assessments
 - Unauthorized absence during the Training Program
 - Integrity and other disciplinary expectations
9. All Annexures appended herewith shall form an integral part of this letter.
10. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.
11. The terms and conditions mentioned above are subject to change at any time at sole discretion of the Company and as per business demands without prior notice.
12. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.
13. Post successful completion of 3 months and subject to joining the Company, your annual CTC including all benefits will be as per the details mentioned in '**Annexure-3**'.
14. As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining the Company. You are therefore requested to complete the Company training which will be communicated to you separately. Company has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings are critical and the outcomes would have a direct impact on your onboarding.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For LTI Ltd.

Thiagu Dharmalingam
Senior Manager -Talent Acquisition

I have read the letter and accept the same.

Signature and Date

ANNEXURE-1

Eligibility Criteria for Engineering - Year 2023 Batch		
Qualification:	B.E./B.Tech.	M.E./M.Tech/MCA/M.SC
Branches:	All Branches	M.E./M.Tech(All branches) MCA, M.Sc (five-year integrated CS/IT)
Age Criteria: As on 1st July of Passing year (2023)	Less than 24 years	Less than 26 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma which should not be more than 2 years. No Year drop allowed.	
SSC, HSC Percentages/CGPA:	60% & Above OR Equivalent CGPA	
	NOTE: <ul style="list-style-type: none"> SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only. For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration. 	
Diploma/Graduation Percentage/CGPA :	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA	
	<ul style="list-style-type: none"> For the interview process, an aggregate of 60% & above <u>till the results of the last conducted examination</u> will be considered Aggregate of 60% & above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results 	
	<ul style="list-style-type: none"> Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule) Conversion from CGPA into Percentage must be calculated as per your respective University norms Provisional/Passing Certificate must state First Class 	
	<ul style="list-style-type: none"> No active/live backlogs allowed at the time of the interview process All backlogs (if any) must be cleared <u>with the final semester exams</u> All final semester subjects <u>must be attempted and cleared in the First Attempt</u> (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course) 	
	<ul style="list-style-type: none"> Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear. 	
Nature of Course:	All Full Time courses Only	
Year of Passing:	(2023) SUMMER Pass outs Only	
Citizenship:	Resident Indian Citizens Only	
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY	
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence	
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at the time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS	
Training phase:	The period of training (classroom/virtual) and the subsequent technology & communication tracks assigned for training are purely subjected to the business requirements. Non-performance during technical & communication trainings/on the job phase is subjected to separation from the organization	
Flexibility:	Should be flexible to work in any technology/work-shift/domain and work from any development center/partner premise/customer location as per business needs	
Cooling Period:	Should NOT have appeared for any LTI interview process anywhere in the past 6 months from the date of my interview process.(If found so, LTI may take immediate action and cancel the candidature at ANY stage)	
Eligibility for Maternity Leave:	As per the Maternity Benefit Act, 1961, employee would be entitled for maternity leave if she has worked for a minimum of 80 days in the organization in the twelve months immediately preceding the date of her expected date of delivery	



Self-Declaration:

1. You should meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. LTI may take immediate action at any time during or after the Interview/Selection/Joining if found hiding any information/involved in any sort of malpractices/producing incorrect information or not meeting all the criteria mentioned above.
3. This recruitment process is completely free of cost.

Candidate Signature: _____

Name: _____

Institute Name: _____

Mobile No: _____



ANNEXURE-2

Please bring along with you the following documents in original and one copy of the same.

- A. Duly acknowledged copy of the Graduate Engineer Trainee Offer Letter.
- B. Non-Disclosure Agreement.
- C. Two copies of your recent passport size photograph with white background.

Attested copies of the following are required:

- 1. Proof of age.
- 2. SSC/HSC or equivalent examination mark sheets.
- 3. Diploma / Degree mark sheets for all the Semesters/Years.
- 4. Passport first & last page.
- 5. Four wheeler Driving License.
- 6. Pan card.
- 7. Aadhar card.

You are requested to note that our offer is subject to submitting the above documents.

ANNEXURE-3

Name : Deon Norbert Dsouza Date : November 10, 2022

Salary Grade : P1

Components	INR. (p.a.)	INR. (p.m.)
Basic	180000	15000
Bouquet of Benefits	264180	22015
Bonus	21000	1750
Base Salary (p.a.)	465180	38765
Annual Incentive	0	
Total Variable (p.a.)	0	
TTC(p.a.)	465180	
PF	21600	1800
Gratuity	8658	722
Mediclaime Premium(p.a)	12929	1077
Retirals & Other Benefits(p.a)	43187	3598
Cost to Company (CTC)	508367	42363

Medical Insurance Premium:

The Group Mediclaime Policy of Company covers Employee, Spouse & upto 3 dependent children (below 25 yrs of age). Coverage limits are as per company policy.

You would also be eligible to be covered under the Voluntary Group Term Life and Group Accident Insurance policy as per the company policy.

Notes:

- 1)Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2)Bouquet of Benefits* /Flexi Pay consists of Flexi-components which may include HRA,Conveyance,LTA,MealAllowance and Adhoc allowance.
- 3) H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 4)The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
- 5) Gratuity payment shall be as per "Payment of Gratuity Act, 1972".
- 6)Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

13 June 2023

Benhur Neil Falcao

Neil Stella House , Mudwadi Mulgaon , Mulgaon church road, 401 201

Dear **Benhur** ,

Subject: **Offer of employment.**

We are pleased to offer you an appointment in our organization as **Developer** in **Band - VB** and your initial posting will be at location **Mumbai - Vikhroli** in **Technology** vertical.

The proposed remuneration and benefits for the position offered are enclosed.

This offer of employment is subject to:

- A) Verification of the documents / references submitted by you to the Company
- B) Your acceptance of the offer along with the terms and conditions.

In case of acceptance, you are required to join us latest by **16 June 2023** , failing which the offer shall stand withdrawn automatically, unless otherwise communicated to you in writing.

Please sign and return duplicate copy of this letter in token of your acceptance within seven days from the date of offer.

We welcome you and wish you a long and successful career with us.

With Best Wishes,

Yours sincerely,

For ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED

Pallavi Ninad Khot

Talent Acquisition Manager

ACKNOWLEDGEMENT

I have read all the terms and conditions of the offer of employment and would like to confirm my acceptance.

Signature: _____

Place: _____

Date: _____

Name	Benhur Neil Falcao	
Designation	Developer	
Band	VB	
Department	Technology	
Location	Mumbai - Vikhroli	
Payroll	Rs. (Per Month)	Rs. (Per Annum)
Base Pay	10,125.00	121,500.00
HRA	5,063.00	60,750.00
Personal Pay	19,211.00	230,526.00
Statutory Bonus	1,400.00	16,800.00
Provident Fund (Employer)	1,215.00	14,580.00
Gratuity	487.00	5,844.00
ESIC (Employer)	0.00	0.00
Gross Fixed Salary	37,500.00	450,000.00
Company contribution towards Provident Fund, Gratuity, ESIC and/or any other statutory benefit is in accordance with the applicable laws from time to time.		
Performance bonus, as per policies and conditions prevalent from time to time.		

Note:

- The above mentioned gross fixed salary does not include Mobile and Business travel conveyance expenses as well as Health insurance, Life Insurance and Group (Personal) Accident Insurance (which would be applicable as per the prevalent Scheme of the Company).
- The present designation is subject to change depending upon work assignment from time to time.

- Your compensation can be restructured at any time protecting the gross salary.



Date: June 5, 2023

Job Offer Title: Audit Executive-Information Technology

BRYCEN CAMILLO FERNANDES

Dear **Brycen**,

We are pleased to make an offer to you as "**Audit Executive-Information Technology**" within **Corporate Function - Internal Audit** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **13/Jun/2023** ("Date of Joining"). Your Annual Total Remuneration ("ATR") will be **Rs. 8,00,000/- (Rs. Eight Lakh only)** per annum. Details maybe referred in Annexure A. The position is currently based at **Mumbai-Naman Chambers BKC Corporate Office**.

Your final appointment is subject to your being medically fit to perform your role effectively. It is also based on verification of information and particulars submitted by you, including the undertaking authorization given by you at the candidate application stage.

Kindly confirm your acceptance to this offer of employment within 3 days of receipt of this offer post which the offer stands cancelled.

- A. You are requested to complete the joining formalities immediately on the authorized online portal of IDFC FIRST BANK and submit/confirm the submission of the documents as required by the bank. The detailed list of documents to be submitted will be communicated separately.
- i. Certificates in support of your highest educational and/or professional qualifications,
 - ii. Proof of date of birth,
 - iii. Certificates in support of your previous employments,
 - iv. Your recent passport size photograph,
 - v. Copy of your resignation duly accepted by your current employer.

Please note that you are required to keep the details of the salary & other perquisites / benefits offered to you, strictly confidential and not to share information regarding the same with anyone.

We look forward to a successful and pleasant association with you at IDFC FIRST Bank.

Warm Regards,

Human Resources
IDFC FIRST Bank Limited

IDFC FIRST Bank Limited

IDFC FIRST Bank Tower, The Square, C-61, G Block, Bandra Kurla Complex, Bandra East, Mumbai – 400051.

Registered Office: KRM Towers, 7th Floor, No.1, Harrington Road, Chetpet, Chennai 600031 Tel: +91 44 4654 4000 Fax: +91 44 4564 4022

CIN: L65110TN2014PLC097792 bank.info@idfcfirstbank.com

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Annexure "A"

COMPENSATION DETAILS

Employee Name	BRYCEN CAMILLO FERNANDES
Designation	Audit Executive-Information Technology
Grade	Management Trainee-2
Business Unit	Corporate Function - Internal Audit
Location	Mumbai-Naman Chambers BKC Corporate Office

Components	Per month (in Rs.)	Per Annum (in Rs.)
Basic	13,333	1,60,000
Work Allowance	20,000	2,40,000
Position Allowance	31,533	3,78,400
Annual Guaranteed Remuneration	64,867	7,78,400
Employer's PF	1,800	21,600
Annual Total Remuneration (ATR) - A	66,667	8,00,000

* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

Monthly Net take home (in Rs.)	
Guaranteed Remuneration	64,867
Employee's contribution to Provident Fund	1,800
Professional Tax	200
Net take home before Tax (in Rs.)	62,867

Notes:

- Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car /Reimbursement & National Pension Scheme. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to ATR, Insurance premium is paid by the company towards employee's life, accident & medical insurance. This is a notional premium amount & is not paid in cash to the employee.
- Provident Fund contributions shall be made by the Bank to the fund.
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, guaranteed bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.

RECOVERY CLAUSE

IDFC FIRST Bank Limited

IDFC FIRST Bank Tower, The Square, C-61, G Block, Bandra Kurla Complex, Bandra East, Mumbai – 400051. Tel: +91 22 7132 5500 Fax: +91 22 2654 0354

Registered Office: KRM Towers, 7th Floor, No.1, Harrington Road, Chetpet, Chennai 600031 Tel: +91 44 4654 4000

Fax: +91 44 4564 4022 CIN: L65110TN2014PLC097792 bank.info@idfcbank.com

- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back an amount of **Rs.1,00,000 /-** to the bank towards joining and training expenses incurred by IDFC FIRST Bank

JOINING BONUS:

In addition to Annual Total Remuneration, a joining bonus of **Rs.1,00,000/- (Rs. One Lakh only)** (Pre-Tax) will be payable to you along with your **second** monthly salary subject to satisfactory completion of background verification. Joining Bonus (Pre-Tax) would be recovered in full in case of your resignation/separation (whichever is earlier) from the organization within twelve months from the Date of Joining.

INDICATIVE TARGET BONUS:

Based on the agreed performance deliverable with your reporting Manager, you would be eligible for Performance based indicative variable pay of **Rs.1,20,000/- (Rs. One Lakh Twenty Thousand only)** (Pre-Tax) in the Annual Appraisal cycle. This is paid subject to individual, team & Bank's performance and solely at the discretion of the Bank. The Incentive / Performance Bonus plan will be communicated by your reporting Manager.

Annexure "B"

Terms and Conditions of Employment

The following are the terms and conditions of your employment at IDFC FIRST Bank Limited

For the purpose of this document "Bank" or "Company" shall mean IDFC FIRST Bank Limited and all its subsidiaries, associate or group companies.

1. Postings and Transfers

- 1.1 Your joining location will be the same as mentioned in your appointment letter. However, during your employment, you may be posted / transferred to any of the offices / branch/projects / divisions / departments / units / subsidiaries / sister concerns of the Bank, existing or to be set up at any other location, without any additional remuneration, in the interest of the Bank without assigning any reasons.
- 1.2 If your role is a Remote Working role you will additionally have to adhere to the Bank's policy/guidelines for Remote Working, existing and/or as may be framed and amended from time to time.

2. Leave and Absence

- 2.1 You shall be eligible for holidays and leave as per the Bank's leave policy/guidelines, as may be amended from time to time.
- 2.2 You will be entitled to Earned Leave in a financial year running from April to March as per the Bank's Policy. In case of your joining the Bank in the middle of the said financial year, you will be entitled to leave on pro-rata basis. You will be required to avail of mandatory leave as per the Bank Policy in every financial year, this will be part of your Earned Leave entitlement.
- 2.3 While counting the number of days of leave, intervening days of the weekend and Bank Holidays will not be counted.
- 2.4 You should obtain prior approval before proceeding on leave. Failure to do so may invite disciplinary action or such other action as deemed appropriate.

3. Annual Total Remuneration

- 3.1 Your Annual Total Remuneration ("ATR") is as stated in the annexure of our Offer/Appointment Letter. Based on it, your compensation will be paid to you on a monthly basis by the end of the month to which it relates.
- 3.2 The Bank provides you choice as regards certain reimbursements within your aforesaid Annual Total Remuneration, amount in keeping with the Bank's guidelines in this regard. To exercise such choice, you will have to provide to the Bank your choice at the time of joining and in the beginning of the financial year, in the prescribed manner which currently is by uploading the details of your choice of reimbursements on the Bank's Payroll Portal.

- 3.3 All amounts payable to you by the Bank (including the joining bonus, relocation expenses or notice period pay agreed to be reimbursed to you by the Bank in relation to your earlier employment) will be subject to and paid to you after deduction of income tax (or any other) at source (TDS).
- 3.4 Please note that your compensation and benefit details, are to be kept confidential at all times.
- 3.5 Your performance will be subject to periodic review based on which you will be considered for revision of compensation/grade in keeping with the Bank's policies and practices.
- 3.6 The Bank will cover you under the group medical insurance policy from the date of your joining provided you have completed all formalities and documentation pertaining to it.
- 3.7 In addition to the above, you will be covered under the Group Term Life Insurance and Personal Accident Insurance. This is over and above your ATR.
- 3.8 Your Annual Total Remuneration increase and future prospects in the Bank shall entirely depend on the individual, business unit and the Bank's performance. Increase in Annual Total Remuneration, in no case, and under no circumstances shall be automatic and/or a matter of right.

4. Performance Bonus/Incentive Payments

- 4.1 The Bank may, in its absolute discretion, pay you a bonus/variable incentive of such amount, at such intervals, based on your performance as well as performance of your team and the Bank and subject to such conditions as the Bank, may, in its absolute discretion, determine from time to time, in accordance with the Bank Policy.
- 4.2 An employee will not be entitled to any variable payout/compensation on his resignation/dismissal/job abandonment/cessation.
- 4.3 The exercise of discretion to pay a bonus in one financial year shall not bind the Bank or act as a precedent for the exercise of discretion in any other financial year.
- 4.4 If, on or before the date when a bonus/incentive might otherwise have been payable, your employment has terminated or either party has given notice of cessation of employment, you will not be entitled to receive any such bonus or incentive (whether in cash, shares or any other form).

5. Malus / Clawback

- 5.1 Malus provision, inter-alia, enables prevention of vesting of all or part of deferred component of variable pay including cash and share linked components and Clawback enables the Bank to recover previously paid or vested remuneration in cash or share linked compensation, etc
- 5.2 The Bank reserves its right to incorporate malus/clawback mechanism to address subdued or negative financial performance of the bank and/or the relevant line of business in any year, material failure of risk management, misconduct and other instances of non-compliance of statutory and regulatory stipulations.

6. Statutory Payments / Deductions

- 6.1 All statutory payments / deductions will be as per the applicable law and may change from time to time based on changes in the law of the land.

7. Deductions from Annual Total Remuneration/Annual Gross Remuneration Package

- 7.1 You agree that, at any time during your employment, or after cessation of employment, the Bank may deduct and recover, from your Annual Total Remuneration/Annual Gross Remuneration Package/Full and Final Settlement/ Bank Account any overpayment made, or any amounts owed by you to the Bank. This includes, but is not limited to, any excess leave, outstanding loans, advances, credit card dues, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you.
- 7.2 You agree that, at any time during your employment, or after cessation of employment the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

8. Tax

- 8.1 You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax/concerned authorities including other statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

9. Medical Fitness and Verification of Particulars

- 9.1 Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop any illness, which restricts you from performing your official duties or in any way puts your other colleagues at risk, you are required to inform HR about the same; failure to inform the Bank/HR about such illness at the time of appointment and subsequently after developing, the same may be considered as a misconduct and Bank reserves its right to terminate /conclude your employment.
- 9.2 Your employment is also subject to clearing the Personal and Professional Background Verification as per norms of the Bank, including your antecedents and documents submitted.
- 9.3 In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre - employment declaration or any such document/data/information shared by you are found false or unsatisfactory, your services would be liable for termination as per the discretion of the Bank at any time without any notice or any compensation in lieu thereof.
- 9.4 Your date of birth mentioned in the Aadhaar Card or other such acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.

10. Normal Retirement Age

- 10.1 You will automatically retire from the employment of the Bank, as the case may be, on attaining retirement age of 58 years or as decided by the Bank and unless concluded earlier or extended further as per the discretion of the Bank. By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

11. Confidentiality

- 11.1 You will not, either during your employment or at any time post resignation/cessation from services, use or communicate to any person, any information of a confidential nature concerning the business of the Bank, or of any of their customer(s), supplier(s) or other person(s) having dealings with the Bank as the case may be, and which comes to your knowledge during the course of your employment other than in connection with your services to the Bank.
- 11.2 If you are a supervisor, then in your capacity as the leader of your team, you would be in possession of highly sensitive and confidential information with regard to and not limited to each and every employees' compensation, rating, performance, sensitivities, promotions and career expectations. You would be expected to maintain complete confidentiality of the said information and not use the same in any capacity whatsoever.
- 11.3 Complete confidentiality should be maintained by you of all the information of any nature, including as to the affairs of any person having any dealing with any constituent of the Bank or any of its subsidiaries or the business of any person having any dealing with any constituent of the Bank or any of its subsidiaries and including any documents, books or records thereof, that you have had access to by virtue of your service in the Bank and you shall not directly or indirectly disclose or cause the disclosure of any such information to any person unless required to do so by any regulatory, administrative or judicial authority to such authority.
- 11.4 In performing your duties, you may from time to time receive or obtain information/data/documents from the Bank or related or associated to the Bank, its subsidiary or affiliates or otherwise and have access to information relating to their clients or business information, business plans, systems, personnel, or other information of a confidential nature (this will be termed as "the Information").
- 11.4.1 In consideration of the Bank making the Information/ data/ documents available, you undertake and agree that you will:
- a. Keep the Information/data/documents confidential at all times and not divulge or communicate to any person, other than those approved in writing by the Bank, any of the Information/data/documents which you may (whether before or after the date of your appointment receive or obtain.
 - b. Not use the Information/data/documents for any purpose other than in connection with your services to the Bank;
 - c. Immediately return or destroy (at the Bank's option) the original and all copies of any records of the Information/data/documents (in whatever form) and all notes and other documents embodying any of the Information on the first to occur of any of the following:
 - i. on the Bank's demand;
 - ii. on termination or expiration of your employment contract with the Bank.

12. Other Media, Internet, Blogs, Social Media & External Persons

- 12.1 Employees are not authorized to share any information about the Bank on any social media or other platform. This includes but is not limited to information about any internal activity, awards, achievements, certificates, colleagues, projects or initiatives. Violation of the same will be a breach of confidentiality and invite disciplinary action. Any behavior on the social media that could potentially bring disrepute to the Bank may also invite suitable punitive/disciplinary action including termination of your employment at the discretion of the Bank.

12.2 All concerns and grievances need to be raised and redressed through the channels available or by reaching out to your HR Business Partner. The defined Escalation Matrix needs to be followed. Raising internal organization matters on social media, in the public domain or with external individuals will be considered a breach of conduct and may lead to termination of your employment at the discretion of the Bank.

13. Data Protection

13.1 The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.

13.2 By agreeing to adhere to the policies of the Bank and/or by signing/accepting your appointment letter, you acknowledge and agree that the Bank is permitted to hold/use/process your personal/sensitive information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business including but not limited to your employment purposes, all administrative and human resource related matters, administration of pay rolls, administrating your insurances, investigations, identification, facilitating compliance with any law, order and regulations which may be applicable, etc.

13.3 You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in Bank's view, required for the proper conduct of our business or that of any associated companies, management of your employment and for the matters contained herein. This clause applies to information held, used or disclosed in any medium.

14. Compliance

14.1 In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land.

14.2 You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws.

14.3 During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedures.

15. Restrictive Covenant

15.1 You are committed not to hire anyone or engage in any sort of discussion related to hiring or solicitation with an employee of the Bank or any of its subsidiaries for at least one year from your last working date in the Bank. This is applicable even during your period of employment whether approached by the employee or officers of the Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of the Bank or any of its subsidiaries should not be solicited or encouraged to leave the Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.

15.2 You agree that during your period of employment with the Bank and for a period of one year from termination or

expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person:

15.2.1 to transfer from the Bank to you or to your new employer or to any other person or entity; or

15.2.2 to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or

15.2.3 to otherwise discontinue its patronage and business relationship with the Bank.

15.3 You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

16. Assignment

16.1 If you (whether alone or with others) shall, during your engagement with the Bank, make or create an idea, method, invention, discovery, design or other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Work") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).

16.2 The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.

16.3 You (i) hereby assign to the Bank all right, title and interest in any Work (whether now existing or brought into being in the future) which is or may become a copyright work anywhere in the world and (ii) shall consider yourself as a trustee for the Bank in relation to all other Works and shall in either case at the request and expense of the Bank do all things necessary to vest all right, title and interest in any Work in the Bank or its nominee absolutely as legal and beneficial owner and to secure patent or other appropriate form of protection therefore;

16.4 You shall not (except as provided in this letter of appointment or as may be necessary in the course of your duties for the Bank) disclose or make use of any Work without the Bank's prior consent in writing.

17. Resignation and Notice Period

17.1 You may resign from the employment of the Bank by giving to the Bank a notice in writing, the notice period for all employees is 90 days. In case of your resignation from the services of the Bank, the Bank at its sole discretion shall have a right, but not an obligation, to waive off the notice period and in such cases the Bank will not be liable to make

any payment of salary to the employee in lieu of the waived off notice period. It is understood that you will not have a right to insist upon it.

- 17.2 To the extent the Bank does not waive all or part of the Notice Period/Notice Pay,
- i. the employee shall remain employed through the Notice Period (or portion thereof), OR
 - ii. payment in lieu of any unserved notice period will be recovered from the employee.
- 17.3 Recovery of notice pay will attract GST/applicable taxes. GST/applicable taxes once deducted will not be reversed under any circumstances.
- 17.4 In case your last working day falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day (LWD), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.
- 17.5 The Bank will not be bound to accept from you a notice of period longer than 90 days.
- 17.6 Notice Pay in lieu of notice period is defined as ATR less retirals and non cash benefits.
- 17.7 In case of your resigning from the employment of the Bank within 12(twelve) months or being terminated by the Bank in terms of Clause 18, you shall be liable to repay to the Bank and the Bank shall have a right to recover from you the amount(s) paid by the Bank to you or any others towards your joining bonus, notice period pay in relation to your previous employment, relocation expenses and all other amounts related to your joining the Bank.
- 17.8 During notice period, any leaves availed may extend the notice period by that many days, however, Bank reserves the right to amend/modify this at its sole discretion. Notwithstanding anything foregoing, in case you have been subjected to gardening/garden leave by the Bank, you will not be entitled for any leave and leave encashment thereof for the period of gardening/garden leave, as per the Bank's policy/guidelines thereof. Bank reserves its right to apply/sanction gardening leave to employees in Broad Band 'Role' and above and any of its employee as it deems fit. You are required to familiarize yourself with the Bank Policy/guidelines on Garden Leave, as may be amended from time to time. The Garden Leave for employees for Broad Band 'Role' is three months.
- 17.9 Upon the termination of your employment agreement, you are required to return to the Bank, in acceptable condition, all such properties of the Bank which are in your possession.
- 17.10 Post your resignation from the services of the Bank, if you discontinue/stop attending office before completion of your required or accepted notice period, the Bank shall treat such absence as unauthorized and shall be liable to take disciplinary action against you.
- 17.11 If any involvement of yours is suspected or found in fraud/cheating/theft/ any unethical / unprofessional act, etc. the Bank can initiate suitable action as deemed fit even post separation from the services of the Bank.
- 17.12 You hereby agree that in order to process the Full and Final Settlement on your separation it shall be your responsibility to get No Dues Clearance from the relevant stakeholders of the Bank.

18. Termination of Employment Agreement:

- 18.1 If you absent yourself without leave for continuous five (5) working days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) working days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you, at the discretion of the Bank. This may include termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case

your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (Resignation and Notice Period) in lieu of notice period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity

18.2 Your services are liable to be terminated without any notice or salary/payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, consistent non-performance, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors. In case of termination on account of misconduct, Bank will not be liable to give any notice or payment in lieu thereof.

18.3 The Bank reserves the right to terminate your employment if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you prior written notice. The notice will be 90 days for all grades. In the event of early relieving, you will be paid notice pay in lieu of notice or part thereof. Employees who have been rated as below par or poor in the 'Annual appraisal Cycle' will be considered as underperformers and misfit for the organization and separation process would be initiated post communication of the ratings.

18.4 In the event your employment is terminated by reason of an eventuality caused by (your) death, your nominee(s) beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However, in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.

18.5 The Bank has the right to terminate your services for any reasons other than mentioned herein by giving notice in writing or payment of Annual Total Remuneration (excluding retiral and other non-cash benefits) in lieu of notice. The notice will be 90 days for all grades.

18.6 You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

19. Non-Conflict of Interest and No External Employment

19.1 You will not, during your employment with the Bank, undertake other full time or part time work for remuneration or any activity that may adversely affect your professional image and integrity as an employee of the Bank.

20. Receipt of Payments and Benefits from Third Parties

20.1 Subject to the Bank regulations issued and amended from time to time, neither you nor any member of your family, nor any Bank or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Bank. If you or, any member of your family or any Bank or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Bank for the amount received or the value of the benefit

so obtained.

21. Code of Conduct and Expected Employee Conduct

- 21.1 You are bound by the Bank's Code of Conduct. The Bank may implement the disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal.
- 21.2 You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions and the applicable guidelines, policies and regulations.
- 21.3 You are expected to be well groomed and formally dressed at work.

22. Staff Dealing Rules

- 22.1 You must comply with the Bank's Code of Conduct for Prevention of Insider Trading for the Bank and should familiarize yourself with them by reading the Policy and any relevant guidelines.

23. Intellectual Property Rights

- 23.1 For the purposes of this clause, "IPR" means intellectual property rights of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- 23.2 To the extent that ownership of IPR does not vest in the Bank by operation of law, you agree that all IPR generated by you during your employment will be owned by the Bank in perpetuity. You will co-operate fully, and do all acts required (at the Bank's expense), to assign IPR with full title guarantee worldwide to the Bank in perpetuity. You agree to appoint the Bank to act as your attorney for the purposes of securing grant and ownership of the IPR. You also agree to do nothing, during or after your employment, to affect the validity of any IPR; in particular, you agree not to make any non-confidential disclosure of any detail of the IPR outside of the Bank before protection for the IPR has been sought or such disclosure has otherwise been authorized. You also agree to waive all moral rights to all work, where the Bank owns or will own the copyright or design right to it.
- 23.3 Nothing in this document and your employment contract shall oblige the Bank to seek patent or other protection for any IPR generated during the course of your employment. The Bank may delegate its rights and/or obligations under this clause to a group company or other nominee. Rights and obligations in this clause shall survive termination of your employment for any reason.

24. Information, Assets and Systems

- 24.1 When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These

form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

24.2 Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of information and information assets of the Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures of the Bank and abide by it in spirit and practice.

25. Other terms and conditions:

25.1 The Bank reserves the right to make changes to any of your terms and conditions of employment. Any changes will take effect from the date stated in the communication.

25.2 In the event of a criminal case being filed against you in your personal capacity (not in the course of or arising out to employment), the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn/terminated.

25.3 Bank reserves the right to place you under suspension pending enquiry into the charges of misconduct or otherwise as deemed fit by the bank.

25.4 You will intimate in writing to the Bank any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.

25.5 As an employee you are responsible to provide correct personal email ID and phone number. The personal email ID and phone number as provided by you will stand valid for all communication from the Bank. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address/email shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.

25.6 The present designation is subject to change depending upon work assignment from time to time.

25.7 During your employment, you will be subject to the Code of Conduct, employment rules, regulations and policy of the Bank applicable and amended from time to time. The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.

26. Indemnity

26.1 You shall indemnify, keep indemnified and hold harmless the Bank against any loss, damage, expense, costs, fines, charges, proceeding which the Bank might suffer due to or arising out of any wrongful acts, wrongful gains, fraud, mala fide acts, gross negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice

the right of the Bank to terminate your services on such count or the right of the Bank to seek other remedies which the Bank may have to make good the Loss or damage.

27. Force Majeure

27.1 Notwithstanding anything contained herein, if the regular operations of the Bank are suspended resulting from general economic conditions or other general market effects or Acts of God or governmental or regulatory restrictions other cause of similar or different nature beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith. During the continuation of such suspension of operations, the Bank may, by written notice, terminate employment agreement or change the terms and conditions of your employment with no further liability whatsoever.

28. Foreclosure:

28.1 The Bank reserves the right to suspend or terminate the performance of services by you and the payment of compensation, in case of any unforeseen circumstances that might lead to suspension of the operations of any unit or business of the Bank. In such case, the general terms and conditions related to termination of employment shall stand valid.

29. Warranty

29.1 You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

30. Governing Law

30.1 The interpretation and enforcement of this contract/document shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

By providing your e-signature below you acknowledge that You have read and understand the foregoing Agreement, that You agree to comply with all the terms of the Agreement, and that You have received a copy of the Agreement.

Date

Employee IP Address

brycenfernandes10@gmail.
com

Employee Name

Employee Email

July 29, 2022

Mr. Pramit Kanjilal

Email id: crce.8809.ecs@gmail.com

Sub: Letter of Intent - Quantiphi Analytics Solutions Private Limited ('Company')

Dear Pramit Kanjilal,

We are pleased to offer you the position of **Intern - Machine Learning Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company").

Your salary during the course of full-time employment will be **INR 8,50,000/-** annually on a cost to company basis.

Fixed Component	QCDP Reward	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

As a part of your onboarding process, you will undergo a four-month internship ('Virtuverse') with us and thereby leading to confirmation as a full-time employee based on your performance.

'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc.

During the period of internship, you will be paid a fixed amount of INR 23,000/- per month as stipend and all other allowances/benefits will be shared with you by February 2023.

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company.

The Letter of Intent needs to be accepted within 48 hours, else it will be considered as null and void.



Authorized Signatory
Mohini Palchowdhury
(Head - Human Resources)



Agreed and Accepted
Pramit Kanjilal



Date: November 10, 2022

Ref: LTI/HR/EN9/Campus/2023

Name: Mohammed Zeeshan Khan

College: Fr. C. Rodrigues College of Engineering, Bandra

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Mohammed Zeeshan Khan,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on being selected as a **Graduate Engineer Trainee**. This offer is on the following terms and conditions, subject to fulfilling the eligibility criteria (Refer '**Annexure 1**') and a successful background check.

1. During the training period (includes classroom and on the job training) of 3 months, your Stipend including all benefits will be **Rs. 25000 pm**.
2. All payments made to you would be subject to deduction of applicable taxes at source (TDS).Your remuneration is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever, except with the prior consent of the Company.
3. You will also be issued a detailed Letter of Appointment as Graduate Engineer Trainee subject to you meeting the eligibility criteria as mentioned in '**Annexure-1**'. Your appointment is in accordance with the Apprentices Act, 1961.
4. **Documents** - Your offer is subject to you submitting all the mandatory documents at the time of joining. (Refer '**Annexure-2**')
5. **Background Verification** - As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your educational / professional credentials and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, this offer shall stand withdrawn, apart from other legal action being initiated against you.
6. If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this **Graduate Engineer Trainee Offer Letter** on the **CampBuzz Portal** (<https://campbuzz.ltinfotech.com>) and register your credentials therein within seven (7) days from the date of this letter.

If you do not register your credentials within the above period on the Company portal and accept the offer on the portal within (7) days, the aforesaid offer automatically stands cancelled. Post registration on the above portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.

7. You are required to register yourself as an apprentice on the apprenticeship portal <http://www.mhrdnats.gov.in> within [7] days from the date of this offer or once your final semester is completed as applicable.



8. You may be confirmed in 3 months from the effective start date of your employment with the Company. During this period, a prior notice of 7 days shall be applicable, in case of voluntary resignation by the employee. Your employment with LTI will be terminated without any notice or stipend or compensation in lieu of notice in the below circumstances, which you agree are reasonable and acceptable:
 - Failing to meet the qualification criteria during the Training Program assessments
 - Unauthorized absence during the Training Program
 - Integrity and other disciplinary expectations
9. All Annexures appended herewith shall form an integral part of this letter.
10. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.
11. The terms and conditions mentioned above are subject to change at any time at sole discretion of the Company and as per business demands without prior notice.
12. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.
13. Post successful completion of 3 months and subject to joining the Company, your annual CTC including all benefits will be as per the details mentioned in '**Annexure-3**'.
14. As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining the Company. You are therefore requested to complete the Company training which will be communicated to you separately. Company has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings are critical and the outcomes would have a direct impact on your onboarding.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For LTI Ltd.

Thiagu Dharmalingam
Senior Manager -Talent Acquisition

I have read the letter and accept the same.

Signature and Date

ANNEXURE-1

Eligibility Criteria for Engineering - Year 2023 Batch		
Qualification:	B.E./B.Tech.	M.E./M.Tech/MCA/M.SC
Branches:	All Branches	M.E./M.Tech(All branches) MCA, M.Sc (five-year integrated CS/IT)
Age Criteria: As on 1st July of Passing year (2023)	Less than 24 years	Less than 26 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma which should not be more than 2 years. No Year drop allowed.	
SSC, HSC Percentages/CGPA:	60% & Above OR Equivalent CGPA	
	NOTE: <ul style="list-style-type: none"> SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only. For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration. 	
Diploma/Graduation Percentage/CGPA :	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA	
	<ul style="list-style-type: none"> For the interview process, an aggregate of 60% & above <u>till the results of the last conducted examination</u> will be considered Aggregate of 60% & above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule) Conversion from CGPA into Percentage must be calculated as per your respective University norms Provisional/Passing Certificate must state First Class 	
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation, Post Graduation)	<ul style="list-style-type: none"> No active/live backlogs allowed at the time of the interview process All backlogs (if any) must be cleared <u>with the final semester exams</u> All final semester subjects <u>must be attempted and cleared in the First Attempt</u> (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course) Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear. 	
Nature of Course:	All Full Time courses Only	
Year of Passing:	(2023) SUMMER Pass outs Only	
Citizenship:	Resident Indian Citizens Only	
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY	
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence	
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at the time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS	
Training phase:	The period of training (classroom/virtual) and the subsequent technology & communication tracks assigned for training are purely subjected to the business requirements. Non-performance during technical & communication trainings/on the job phase is subjected to separation from the organization	
Flexibility:	Should be flexible to work in any technology/work-shift/domain and work from any development center/partner premise/customer location as per business needs	
Cooling Period:	Should NOT have appeared for any LTI interview process anywhere in the past 6 months from the date of my interview process.(If found so, LTI may take immediate action and cancel the candidature at ANY stage)	
Eligibility for Maternity Leave:	As per the Maternity Benefit Act, 1961, employee would be entitled for maternity leave if she has worked for a minimum of 80 days in the organization in the twelve months immediately preceding the date of her expected date of delivery	



Self-Declaration:

1. You should meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. LTI may take immediate action at any time during or after the Interview/Selection/Joining if found hiding any information/involved in any sort of malpractices/producing incorrect information or not meeting all the criteria mentioned above.
3. This recruitment process is completely free of cost.

Candidate Signature: _____

Name: _____

Institute Name: _____

Mobile No: _____



ANNEXURE-2

Please bring along with you the following documents in original and one copy of the same.

- A. Duly acknowledged copy of the Graduate Engineer Trainee Offer Letter.
- B. Non-Disclosure Agreement.
- C. Two copies of your recent passport size photograph with white background.

Attested copies of the following are required:

- 1. Proof of age.
- 2. SSC/HSC or equivalent examination mark sheets.
- 3. Diploma / Degree mark sheets for all the Semesters/Years.
- 4. Passport first & last page.
- 5. Four wheeler Driving License.
- 6. Pan card.
- 7. Aadhar card.

You are requested to note that our offer is subject to submitting the above documents.

ANNEXURE-3

Name : Mohammed Zeeshan Khan Date : November 10, 2022

Salary Grade : P1

Components	INR. (p.a.)	INR. (p.m.)
Basic	180000	15000
Bouquet of Benefits	162180	13515
Bonus	21000	1750
Base Salary (p.a.)	363180	30265
Annual Incentive	0	
Total Variable (p.a.)	0	
TTC(p.a.)	363180	
PF	21600	1800
Gratuity	8658	722
Mediclaime Premium(p.a)	12929	1077
Retirals & Other Benefits(p.a)	43187	3598
Cost to Company (CTC)	406367	33863

Medical Insurance Premium:

The Group Mediclaime Policy of Company covers Employee, Spouse & upto 3 dependent children (below 25 yrs of age). Coverage limits are as per company policy.

You would also be eligible to be covered under the Voluntary Group Term Life and Group Accident Insurance policy as per the company policy.

Notes:

- 1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2) Bouquet of Benefits* /Flexi Pay consists of Flexi-components which may include HRA, Conveyance, LTA, Meal Allowance and Adhoc allowance.
- 3) H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 4) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
- 5) Gratuity payment shall be as per "Payment of Gratuity Act, 1972".
- 6) Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

INTERNSHIP OFFER

1st December 2022

To,
Sahil Pralhad Mahimkar
Mumbai

Dear Sahil,

On behalf of CarTrade Tech Limited, I am excited to extend an offer to you for an internship within our Engineering & Technology department. This position is located in Navi Mumbai.

Position: Associate Software Engineer - Intern

Duration: 2 Months

Start Date: 2nd January, 2023

End Date: 3rd March, 2023

Policies on payments: During your internship your monthly stipend will be Rs.25000/- per month credited in your bank account at the end of that month.

As a temporary employee in the role of an intern, you will not be eligible for any of the employee benefits that a regular permanent employee would enjoy.

Terms:

1. You will have 5 days working days a week from 9:30am till 6:30pm.
2. You are eligible for public holidays as per company norms.
3. Any intern engaged for duration of less than 3 months internship is not eligible for any paid leave.
4. Those engaged for duration of more than 3 months but less than 12 months will be given a maximum of 1 day paid leave per month.
5. Any leave taken apart from eligible leave and public holiday leave will be considered as LWP (This is applicable for leaves taken for Exam preparations and Exam days as well. Do note that you will get the internship remuneration only for the working days and not for any leaves taken for exams).
6. However on unavoidable circumstances like personal health or family emergency reasons you can avail for leave at your reporting manager's discretion.
7. On successful completion of internship you will receive an internship experience letter within 7 days.

During your temporary employment with us, you may have access to trade secrets and confidential or proprietary business information belonging to the company. By accepting this offer, you acknowledge that this information must remain confidential and agree to refrain from using it for your own purposes or disclosing it to anyone outside the organisation. In addition, you agree that upon

CarTrade Tech Limited (formerly known as MXC Solutions India Private Limited)

Reg. Off. & Corp. Off.: 12th Floor, Vishwaroop IT Park, Sector 30A, Vashi, Navi Mumbai 400705.

W: cartradetech.com | T: +91 22 6739 8888 | CIN: L74900MH2000PLC126237

completion of your internship, you will promptly return any company-issued property and equipment along with information and documents belonging to the company. By accepting this offer, you agree that throughout your internship, you will abide by all policies and practices governing the conduct of our business and employees.

In case of observance of non-adherence to company values and policies the Company retains the right to terminate your internship and subsequent final placement, if any.

This offer letter represents the full extent of this internship and supersedes any prior conversations about the position. Please review this letter in full, and sign and return it via email to hr@carwale.com to confirm your acceptance of the position. We look forward to having you on-board and wish you a successful internship. Welcome to our team!

Thanks & Regards

**Human Resources
CarTrade Tech Limited.**

I, Sahil Pralhad Mahimkar, accept the above offer and will begin the internship position on 1st January, 2022

Name: Sahil Pralhad Mahimkar

CarTrade Tech Limited (formerly known as MXC Solutions India Private Limited)

Reg. Off. & Corp. Off.: 12th Floor, Vishwaroop IT Park, Sector 30A, Vashi, Navi Mumbai 400705.

W: cartradetech.com | T: +91 22 6739 8888 | CIN: L74900MH2000PLC126237

Gautam Manuel

11th Jan, 2023

Dear Gautam,

Welcome to **FCAP Technologies Pvt. Ltd. (BharatNXT)**!

We are delighted to make you an offer of employment to join as **Jr. Software Engineer - Technology** in accordance with the general terms and conditions which will be specified in our detailed contract of employment. Your date of joining will be on or before **1st July, 2023** at **Mumbai** office. Your salary on commencement will be **INR 7.2 Lacs** per annum on cost to company basis, out of which **Rs 6 Lacs** is fixed and **Rs 1.2 Lacs** is variable payable on yearly basis. The above-mentioned salary is all inclusive. The performance linked incentive is linked to your performance and that of the company.

Your offer has been made based on information furnished by you and is subject to a successful completion of the internship of 6 months. However, if there is a discrepancy in the copies of documents or certificates given by you as a proof of above, we retain the right to review our offer of employment.

We have ambitious growth plans for BharatNXT and look forward to your long-term employment and partnership with us.

Yours sincerely,

For BharatNXT

Accepted and signed by


Director

Akshat Birla CEO

Date: 11th Jan, 2023

Date:

Private & Confidential

14 April 2023

Max Marippanvru

Dear Max,

We are pleased to offer you employment in the position of Associate Consultant with Oracle Financial Services Software Limited ("Oracle") Your base of operation is Mumbai, India. This offer of employment is made based on India laws.

We offer you a starting compensation as detailed below payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

You will also be eligible to participate in the variable Bonus Plan applicable to your role, line of business and region (the Delivery Discretionary Bonus Plan). At your career level, you may be eligible to earn variable bonus up to 10.00% per annum on your Annual Gross Pay (Base Salary) in accordance with the terms and conditions of the Delivery Discretionary Bonus Plan. This bonus is discretionary and is also subject to a number of factors, including your performance, the performance of the company and your line of business, and the funding of the bonus pool.

Components	Amount (INR) p.a
A. Basic salary	270,000.00
B. Flexible Benefit Plan (FBP) **	330,000.00
C. Annual Gross Pay AGP (A+B)	600,000.00
D. Company's contribution to PF	32,400.00
Total Gross (C+D)	632,400.00

In addition to the above you will be eligible for Gratuity benefit in accordance with the statutory provisions governing payment of Gratuity which may be applicable at the time.

** - Details of Flexible Benefit Plan is provided in the Annexure "*Employment Agreement & Employment Benefits*"

The Company may, at any time, review and/or restructure the Compensation Package.

Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of **INR 361,363.35** toward relocation costs under the JAPAC and India Relocation Program. Please note that this

amount includes your relocation budget as well as estimated service or tax fees that may apply. The relocation policy is structured to provide flexibility based on your personal needs. You will be able to allocate your available funds toward relocation services up the maximum budget amount and within the parameters of the Relocation Policy.

Oracle has partnered with SIRVA for relocation in Japan, APAC and India. Your manager will initiate your relocation with SIRVA after an Oracle purchase order has been created and approved. You will be contacted by SIRVA within 24 hours of your relocation authorization. If you are not contacted by SIRVA within a few days, please contact your Oracle manager to ensure s/he has completed the necessary steps to authorize your relocation.

Do not take any steps to initiate your own relocation prior to speaking to SIRVA. Doing so may result in a refusal to reimburse associated costs. SIRVA will review the Oracle JAPAC and India Relocation Policy and processes with you and help you manage the relocation budget. Before receiving any relocation assistance you will be required to sign and return a Relocation Agreement (provided and collected by SIRVA).

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation. Your on-board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

The letter of offer is valid for two (2) weeks from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager Arun Amirtharaj Rajendran (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within two (2) weeks from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,
For and on behalf of **Oracle Financial Services Software Limited**



Venkatraman. H

Senior Director - Human Resources

OFFER LETTER ACCEPTANCE:

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits and Proprietary Information Agreement. Those documents can be accessed via the hyperlinks and must be read prior to acceptance of this offer. You will also be required to complete a Disclosure of Interest form.

I acknowledge that I have read and understood the terms of this offer letter. I understand that as a pre-condition of my employment by Oracle, I will also be required to review and accept

- An [Employment Agreement](#) which, together with this offer letter, will constitute my formal contract of employment; and
- A separate [Proprietary Information Agreement](#).

In addition to the terms and conditions stated in the above documents, there are other company policies and procedures which I agree to observe and follow during my employment with Oracle. These company policies and procedures may be varied from time to time at Oracle's discretion.

Applicant ID: 5828455

30 September 2022

Adwait Minde

D-11, RH-2,

SECTOR-6, VASHI,

NAVI MUMBAI - 400703

Mobile: 9869082168

Email: crce.8818.ecs@gmail.com

Location: Mumbai

Department: NM Sales & Global BD

Dear Adwait,

In response to your application and subsequent interviews, we are pleased to offer you the position of **Trainee - Business Development (Grade: 4A)** in our organization. Remuneration details are given in Annexure - 1 to this letter. You shall join the company on or before **05 June 2023**.

Zycus would be pleased to have you as a member of the team. We look forward to your fruitful association and a successful career with the company.

This offer letter stands valid subject to: (a) successful completion of your background verification and Reference Check. (b) You joining the company on the above mentioned joining date and successfully completing the joining formalities which also includes your acceptance to Zycus's employment terms and conditions.

Please return one copy of this letter duly signed by you to signify your acceptance to this Offer Letter.

For Zycus Infotech Pvt. Ltd



Signed on 10/16/2022 | 14:31:02 (GMT +5:30)

Sanju Laitonjam

Director – Talent Acquisition

I agree and accept this job offer indicated in this offer letter and the annexures to this offer letter.

I shall report for duty on the above mentioned joining date.

Date: 10/18/2022 | 15:18:52 (GMT +5:30)

Name: Adwait Minde

Signature: 

Signed on 10/18/2022 | 15:18:52 (GMT +5:30)

Encl: Annexure - 1 – Remuneration Details

ANNEXURE - 1

REMUNERATION DETAILS

Salary Components	Value Per Month (INR)	Value Per Annum (INR)
Basic	19,792	2,37,500
HRA	9,896	1,18,750
Special Allowance	7,596	91,150
Children Education Allowance	0	0
LTA	0	0
Meal Coupon	0	0
WFH Allowance (C&C)	500	6,000
Employer's Contribution to PF	1,800	21,600
Fixed CTC	39,583.33	4,75,000
Night Shift Allowance**		75,000
Total Fixed CTC		5,50,000
Performance Linked Incentive*		1,00,000
Total CTC		6,50,000

(*) Performance Linked Incentive would be payable to you as per your “Variable Pay Plan” based on achievement of targets.

(**) Night Shift Allowance is applicable only for ANZ and US region shifts.

Apart from the above, employees are entitled to following benefits as per the policy of the company:

1. Employer's Contribution to ESIC (Wherever Applicable)
2. Gratuity as per the Payment of Gratuity Act, 1972.

Other benefits which are provided at the discretion of the management are:

3. Medical Insurance Policy of INR 400,000/- (Rupees Four Lakh Only)
4. Personal Accident Insurance Policy of INR 100,000/- (Rupees One Lakh only)

For Zycus Infotech Pvt. Ltd



Signed on 10/16/2022 | 14:31:02 (GMT +5:30)

Sanju Laitonjam
Director – Talent Acquisition

Reviewed By



Signed on 10/09/2022 | 22:43:51 (GMT +5:30)

10/09/2022 | 22:43:51 (GMT +5:30)

Agreed & Accepted By



Signed on 10/18/2022 | 15:18:52 (GMT +5:30)

Adwait Minde

EMPLOYMENT AGREEMENT

Employee's Name: Adwait Minde

For the clauses mentioned herein below the meaning of the words "inventions", "works" and "confidential information" shall mean and include the following definition respectively.

"Inventions" means any new or useful art, discovery, new contribution, finding or improvement (including without limitation any technology, computer programs, test, concept, idea, apparatus, device, mechanism, equipment, machinery, process, method, composition of matter, formula or technique), whether or not patentable, and all know-how related thereto, that has been made, created, developed, written or conceived by me (i) in the course of my employment, (ii) relating to the actual or anticipated business of the Company, or (iii) with the use of the Company's time, material, proprietary information or facilities.

"Works" means any materials for which copyright protection may be obtained, including without limitation computer programs (including designs, pseudo-code, prototypes, blueprints, internet software and applets) that has been made, created, developed, written or conceived by me (i) in the course of my employment, (ii) relating to the actual or anticipated business of the Company, or (iii) with the use of the Company's time, material, proprietary information or facilities.

"Confidential Information" means information (i) disclosed to or known by you as a consequence of your employment with the Company, (ii) not generally known to others outside the Company, and (iii) which relates to the trade secrets or otherwise to the research, development efforts and methodologies, testing, engineering, manufacturing, marketing, sales, finances or operations (including without limitation any processes, formulae, methods, techniques, devices, know-how, manufacturing processes, customer lists, sales statistics, tactics and projections, marketing strategies and plans, and personnel information or data) of the Company or of any other party including but not limited to customers' existing or old, prospects, partners, vendors, distributors, licensors which has entrusted such information to the Company in confidence.

"Notice Period" - If your grade is 5b or below at the time of termination or resignation, then you shall serve a Notice Period of 2 months. Similarly, if your grade is 6a or above at the time of your termination or resignation, you shall serve a Notice Period of 3 months.

"Indirectly" means by observing any work around of joining any other organization or not working for any organization for certain time period and then joining Company's Active Partner or any Competitors within a period of one year from the date of leaving Zycus's employment.

"Company's Active Partner" means those entities which have done business with Zycus in the past Three (3) years before termination (resignation) of employee's employment with the Company and have earlier executed agreement with the Company to work as partner on Company's customers and potential prospects related projects/deals. It shall also include affiliates and subsidiaries of such entities.

"Competitors" means all those entities which are currently mentioned in the Gartner's magic quadrant report for Contract Life Cycle Management (CLM), Strategic Sourcing Application suites and P2P Suites and shall also be construed to include all those entities which would be present in the Gartner's magic Quadrant at the time of termination of the employee. This shall also mean to include any other legal names of those entities and their respective parents, sister concerns subsidiaries, affiliates, related entities, joint ventures and each of its and their predecessors, successors, and also include any change of name if taken place in future and shall apply to any such geographical location wherein those entity as mentioned in the said list has its place of business or produces, sells or markets its goods and services by any other name whether known or not known.

Adwait Minde

Signed on 10/18/2022 | 15:18:52 (GMT +5:30)

The words “you”, “me”, “I” mentioned here in this agreement refer to the employee.

1. You will be on **training** for a period of **18 months** and may be confirmed as permanent employee upon successful completion of your training period. The Company reserves the right to terminate your employment by giving a 15 days' written notice during this training period.
2. Our offer to you as trainee employee is subject to your executing the necessary documents, including the training agreement. You will be required to complete the formalities of the agreement at the time of joining. The agreements mention the scope, terms and conditions and necessary training and contractual obligations of your employment with the Company.
3. Depending on the business needs, resource allocation strategy and/or organizational restructuring of the Company, you may be transferred to any department or required to work in different shifts or any office/establishment (forming part of the Company or any sister concern), whether already in existence or which may come into existence in future, anywhere in India.
4. You will not, without our previous written permission, carry on any business, trade or profession, or enter for any part of your time, in any capacity, the services of or be employed by any other firm, company, or person. You will devote your full time and attention to your duties to promote the interests of our organization.
5. The company reserves the right to terminate your employment during the said training period (i) by providing fifteen days' notice to you or (ii) as per clause No. 6 mentioned in the Training Agreement signed by you. After completion of training period, the company reserves the right to terminate your employment by giving a written termination notice of the period applicable to you as per the Notice Period or payment of the said period i.e. salary, thereof. Further, if you choose to leave the company after the completion of your training period, you are required to serve the applicable 'Notice Period'. If you fail to serve the required Notice Period, it shall be construed as a material breach of this agreement on part of the employee.
6. Notwithstanding anything mentioned under the training agreement, if you chose to resign from the Company under the clause 6(b) of the Training Agreement, apart from your obligation for Default under the Training Agreement, you are also required to serve a Notice Period of two months from the date of your resignation. You shall be responsible to perform such jobs within the company as may be directed by the management during the Notice Period.
7. Notwithstanding anything mentioned under the training agreement, your absence for a continuous period of eight days or more (including absence when on leave though applied for and not granted) would make you lose your lien on the job and your services shall automatically come to an end without any notice or intimation to you by the management. The management will presume that you have abandoned the employment on your own accord and this shall be construed as material breach of the Agreement and you shall be liable to pay the agreed compensation amount as mentioned in the training agreement. If you abscond or leave the employment, after the training period without serving the required Notice Period, it shall be construed as material breach of this agreement and you shall be liable to indemnify the company for any loss caused to the company, which shall not be only limited to the applicable salary in lieu of Notice Period, and no other payment will be made by the company whatsoever.
8. Leave salary will be paid according to the rules of the company.
9. At the discretion of the Company, and as indicated in the offer letter you may be entitled to receive any joining bonus or relocation bonus or any notice pay amount for buying out notice period related to your previous organization. You hereby accept that the Company would be put to substantial financial loss, inconvenience, loss of resources in the event you leave the Company within a period of one year from your date of joining. Hence, notwithstanding any other rights of the Company under this Agreement, if your employment is terminated, within a period of one year of your joining (whether or not after serving the Notice Period), you shall refund to the Company any such amount paid to you. The Company also reserves the right to set-off any such refund due from your end to the Company from any salary which may be due to you from the Company.

Adwait Minde

Signed on 10/18/2022 | 15:18:52 (GMT +5:30)

Zycus Infotech Pvt. Ltd.: Plot No. GJ-07, SEEPZ++,
SEEPZ SEZ, Andheri (East), Mumbai 400 096, PH: +91
22 6640 7676, Fax: +91 22 2829 0528

10. You will not give to any person or persons, by word of mouth or otherwise, any particulars or details of our technical know-how (including computer data in any form), security arrangements, administrative and/or organizational matters, whether confidential, secret or otherwise, either during the employment with us or afterwards, which you acquire during the course of your employment.
11. You will abide by the rules and regulations and Company Policies and procedures, code of conduct applicable to you as employee of the Company, which are in force for the time being or may be framed from time to time. The Company reserves the right to update or amend the terms and condition of this Agreement for safeguarding the interest of the Company.
12. If at any time during your employment you are found guilty of any act of misconduct or any breach or continuous negligence to the terms of this Agreement or any act involving moral turpitude committed by the employee, or deliberately made loss to the Company, or dereliction of duties, Violation of Company's code of conduct and disciplinary policy, disobedience of the instructions given to you from time to time, the management may, without notice, put an end to your service and terminate the employment with the Company. It is further clarified that in the event of such termination, the Company shall not be liable to any salary or compensation in lieu of the Notice Period.
13. You shall inform in writing to the Company any change of your address.
14. In order for Zycus Infotech Pvt. Ltd. and its direct and indirect affiliates, subsidiaries (herein collectively referred to as the "Company") to maintain a competitive edge, the Company must protect its inventions, discoveries, works of authorship and its proprietary technical and business information. Therefore, I, further agree as follows:
 - a. I will promptly disclose to the Company in writing, all Inventions and Works which are conceived, made, discovered, written or created by me alone or jointly with someone else on the Company's time or on my own time, while I am employed by the Company.
 - b. All Works created by me, alone or with others, shall be deemed "works made for hire" under the copyright laws and shall be owned by the Company.
 - c. I hereby assign to the Company all of my rights in all Inventions, and in all Works to the extent such Works may not, by operation of law, be works made for hire.
 - d. I will give the Company all assistance it reasonably requires to perfect, protect, and use its rights to Inventions and Works. In particular, I will sign all documents, do all things, and supply all information that the Company considers necessary or desirable to transfer or record the transfer of my entire right, title and interest in Inventions and Works; and to enable the Company to obtain patent, copyright, or other legal protection for Inventions and Works. Any out-of-pocket expenses will be paid by the Company.
 - e. An invention for which none of the Company's equipment, supplies, facilities, or Confidential Information was used and which was developed entirely on my own time is exempted from these terms and conditions so long as it: (a) does not relate in any way to the Company's business, or to the Company's actual or demonstrably anticipated research and development; and (b) does not result in any way from my work for the Company.
 - f. I will never disclose orally, electronically or in any other manner or use any of the Confidential Information for the benefit of myself or another, unless directed or authorized in writing by the Company to do so.
 - g. I understand that if I possess any proprietary information of another person or company as a result of prior employment or otherwise, the Company expects and requires that I will honor any and all legal obligations that I have to that person or company with respect to proprietary information, and I will refrain from any unauthorized use or disclosure of such information. I hereby declare that during the course of my employment with Zycus (I) I shall not directly or indirectly transmit, compile, decompile nor store as soft copy or hard copy within the computer system or network of Zycus any confidential information of my previous organization (II) I shall not bring or carry any confidential information of my previous organization in any other storage medium as soft copy or as hard copy. I further declare that there are no restrictive or conflicting covenants in my previous organization's employment terms and conditions which restrict me to join this Company or conflicts to perform the services for this company. "Previous organization" as referred in this clause shall mean to include all those organization (before joining Company/Zycus's

Adwait Minde

- employment) which the employee might have directly or indirectly served whether in the capacity as an employee, officer, director, partner, manager, consultant, agent or owner (other than a minority shareholder or other equity interest of not more than 1% of a company whose equity interests are publicly traded on a nationally recognized stock exchange or over-the-counter)
- h. All documents and other tangible property relating in any way to the business of the Company are the exclusive property of the Company (even if I authored or created them). I agree to return all such documents and tangible property to the Company upon termination of employment or at such earlier time as the Company may request me to do so.
 - i. During my employment, neither I nor members of my immediate family will have financial investments or other interests or relationships with the Company's customers, suppliers or competitors which might impair my independence of judgment on behalf of the Company. I also agree not to engage in any competitive activity against the Company, and will avoid any outside activity that could adversely affect the independence and objectivity of my judgment, interfere with the timely and effective performance of my duties and responsibilities to the Company, discredit the Company or otherwise conflict with the Company's best interests.
 - j. During my employment, and for one year after termination of employment with the Company, I will not persuade, induce, or attempt to induce any past or current customer of the Company (other than government agencies and regional, national or international telephone carriers or national retailers) whose identities as such were first made known to me or with whom I first had direct contact in the course of my employment (a) to stop doing business with or through the Company, or (b) to do business with any other person, firm, partnership, corporation or other entity that provides products or services materially similar to or competitive with those provided by the Company, as I understand that the actual or potential customers of the company are confidential information, hence, I should keep the same secret and should not disclose the same to any third party nor use the same information to derive or provide to any third person any independent economic value in conflict with the interest of the company.
 - k. During my employment at the Company and for one (1) year after termination of employment, I shall not, directly or indirectly, induce or attempt to induce any employee of the Company to accept employment or affiliation with another firm or entity of which I am an employee, owner, partner or consultant.
 - l. The employee hereby acknowledges that by working here in the Company the employee gets acquainted with the Confidential Information and trade secrets of the Company related to its customers, partners and prospects and, further, the employee also gets an in-depth knowledge about Company's know how. The employee is aware that, as applicable according to the job profile, the employee will also be given an opportunity to work on live customer projects along with Company's partners and/or to develop/design/test/implement the products of the Company and its enhancements as per Company's requirement. The employee further accepts, agrees and admits that the nature, quality and number of productive hours spent on inducting the employee and providing on-job training and the handholding to impart Company's know how and Confidential Information on the employee, in order to groom the employee in performing its responsibilities and duties efficiently in the Company, is generally not found in or is available with or imparted by any other similar source as such knowledge and/or training is designed to satisfy the exclusive requirements of the Company and the opportunity to gain access to these knowledge and/or training is solely provided to the employees of this Company. The employee will be provided intensive training by the senior employees who will invest their productive hours in providing periodic feedback on the employee's performance. That upon providing such handholding the employee will be of significant value to the Company as a result of the cost and resources invested by the Company in the employee. The employee is further aware that the Company would earn considerable revenue by hiring out computer time instead of imparting such knowledge there on to the employee. The employee therefore agrees that in the event if he/she directly or Indirectly engages or joins any Company's Active Partner or Competitors in any capacity whether in

Adwait Mirde

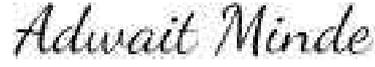
the capacity as an employee, officer, director, partner, manager, consultant, agent or owner within a period of one year, post leaving (termination by Company or resignation) of Company's employment, then the employee shall pay its 6 months' salary as compensation to the Company. Salary here shall mean the last draw salary by the employee at the time of leaving employment. The employee acknowledges that the above compensation which is required to be paid by the employee is just and fair considering the substantial cost which the Company may incur as a result of loss caused to the Company, transfer of Company's knowledge and know-how to any of the Company's Active partners or Competitors, the replacement cost for hiring and grooming another employee resulting into increase in investment cost of Company, the business impact on the Company in relevance to its customer and potential projects/deals. The employee further acknowledges that the salary being paid to the employee is fair and sufficient consideration for employee's acceptance to this clause. It is hereby further clarified that if the employee after leaving Company observes a cooling period of one year and thereafter if the employee joins Company's Active Partner or any Competitors then the employee is not required to pay any such compensation to the Company. It is further clarified that if the Company terminates the employee during the first 45 days of the training period and the Employee joins any Competitor after such termination then the employee will not be liable to pay the compensation mentioned under this clause.

15. If a provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions will nonetheless be enforceable according to their terms. Further, if any provision is held to be overbroad as written that provision should be considered to be amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforced as amended.
16. The Company may assign its rights under this Agreement to any successor in interest, whether by merger, consolidation, sale of assets, or otherwise. This Agreement shall be binding whether it is between me and the Company or between me and any successor or assigns of the Company.
17. Nothing in this Agreement prevents or limits the Company from terminating my employment at any time for any reason. I understand and agree that there exist no promises or guarantees of permanent employment or employment for any specified term by the Company.
18. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to conflict of laws and principles. Any disputes under this Agreement shall be subject to the exclusive jurisdiction and venue of the Courts of Mumbai, and the parties hereby consent to the personal and exclusive jurisdiction and venue of these Courts.
19. I understand that this Agreement along with the training agreement contains the entire agreement and understanding between the Company and me with respect to the provisions contained in this Agreement, and that no representations, promises, agreements, or understandings, written or oral, related thereto which are not contained in this Agreement will be given any force or effect. No change or modification of this Agreement will be valid or binding unless it is in writing and signed by the party against whom the change or modification is sought to be enforced. I further understand that even if the Company waives or fails to enforce any provision of this Agreement in one instance, which will not constitute a waiver of any other provisions of this Agreement at this time, or a waiver of that provision at any other time.

Adwait Minde

Signed on 10/18/2022 | 15:18:52 (GMT +5:30)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the date first set forth above.

Zycus Infotech Pvt. Ltd.	Employee, hereby, accepts this Agreement with free consent, without any undue influence, coercion or whatsoever.
Signature:  Signed on 10/16/2022 14:31:02 (GMT +5:30)	Signature:  Signed on 10/18/2022 15:18:52 (GMT +5:30)
Name: Sanju Laitonjam	Name: Adwait Minde
Title: Director – Talent Acquisition	Title: Trainee - Business Development
Date: 10/16/2022 14:31:02 (GMT +5:30)	Date: 10/18/2022 15:18:52 (GMT +5:30)

THIS TRAINING AGREEMENT is made on the 30 September 2022.

BETWEEN

M/S ZYCUS INFOTECH PVT LTD a company incorporated under the Company's Act 1956, having its registered office at Plot No. GJ – 07, SEEPZ++, SEEPZ SEZ, Andheri (East), Mumbai 400 096, hereinafter referred to as the "**Company**" (which term unless repugnant to the context mean and include its successors-in-interest and permitted assignees) of the **ONE PART**.

AND

Mr. Adwait Minde son/daughter of Nitin Shankar Minde, aged about 21 years, presently residing at D-11, RH-2, SECTOR-6, VASHI, NAVI MUMBAI - 400703 and permanent address at D-11, RH-2, SECTOR-6, VASHI, NAVI MUMBAI - 400703 hereinafter referred to as "**Trainee - Business Development/Trainee**" (which term unless repugnant to the context mean and include his/her heirs, legal representatives, assigns, executors, and administrators) of the **SECOND PART**.

AND

Mr. Nitin Shankar Minde son/daughter of Shankar Sitaram Minde, aged about 53 years currently working/business at Service, Airoli and presently residing at D-11, RH-2, SECTOR-6, VASHI, NAVI MUMBAI - 400703 and permanent address at D-11, RH-2, SECTOR-6, VASHI, NAVI MUMBAI - 400703 hereinafter referred to as the "**SURETY**" (which term unless repugnant to the context mean and include his/her heirs, legal representatives, assigns, executors, and administrators) of the **THIRD PART**.

Adwait Minde

Signed on 10/18/2022 | 15:18:52 (GMT +5:30)

WHEREAS the Trainee applied to the company to be appointed as Trainee - Business Development

AND WHEREAS in pursuance of such application, the company appointed him/her as Trainee - Business Development on the terms and conditions contained herein under which he/she is required to undergo training for a minimum period of **18 months** from the date of joining which is from **05 June 2023 to 26 November 2024**.

AND WHEREAS the Trainee recognizes and accepts that at the time of appointment as Trainee - Business Development, except the exposure to academic knowledge, he/she has received no formal effective, technical or practical training enabling him/her to independently function as a Trainee thereby becoming commercially viable to the company.

AND WHEREAS consequently and in order to render the Trainee of value to the company, the Trainee would need to undergo formal and extensive training in accordance with courses, modules, programs prescribed or conducted by the company.

AND WHEREAS the Trainee is aware that the company would be spending substantial sums of money and would be incurring substantial costs, expenses, man hours in the process of selecting and appointing him/her as Trainee and thereafter for imparting training.

AND WHEREAS the Trainee recognizes and accepts that the company would be put to substantial financial loss, inconvenience, loss of resources, man hours computer time etc. In the event the Trainee fails to complete the training as prescribed and or leaving the company during the course of such training and has therefore agreed to compensate the company in the manner and under the circumstances enumerated in this agreement.

Adwait Minde

Signed on 10/18/2022 | 15:18:52 (GMT +5:30)

NOW THIS AGREEMENT WITNESSES AS FOLLOWS

1. **Mr. Adwait Minde** has been offered by the company for the post of **Trainee - Business Development** viz. offer letter dated **30 September 2022** and he/she has duly accepted the offer with free consent (without any coercion, undue influence, fraud, misrepresentation, or mistake of the company) and thus upon his/her acceptance to join for the post of **Trainee - Business Development** he/she will be subject to training under this Agreement.

2. OBLIGATIONS OF TRAINEE

- a. The Trainee shall undergo on job training for a minimum period of **18 months** which begins from the date of joining which is intended to render him/her competent to undertake tasks that may be subsequently assigned to him/her.
- b. The Trainee agrees that he/she shall faithfully and diligently undergo and imbibe training and shall complete all the applicable training modules and courses. Based upon the performance of the Trainee and upon successful completion of the training period, it shall be the sole discretion of the company to appoint you as permanent employee of the company or provide you further on job training.

3. OBLIGATIONS OF COMPANY

- a. Company shall provide on job training to the Trainee.
- b. Company shall provide agreed salary to the Trainee subject to the proper performance of the Trainee
- c. Company shall provide Medical Insurance as per Company's policy.

4. CONSIDERATION TO THE TRAINEE

The Trainee will be paid consideration in accordance with Annexure-1 of the offer letter.

5. COMPENSATION TO THE COMPANY

The Trainee agrees to undergo training on joining. The duration of the training would be for a minimum period of **18 months**. The Trainee is expected to qualify for the training. The Trainee hereby acknowledges that by working here in the Company the Trainee gets acquainted with the Confidential Information and trade secrets of the Company related to its customers, partners and prospects. Further, the Trainee also gets an in-depth knowledge about Company's know how. The Trainee is aware that, as applicable according to the job profile, the Trainee will also be given an opportunity to work on live customer projects along with Company's partners and/or to develop/design/test/implement the products of the Company and its enhancements as per Company's requirement. The Trainee further accepts, agrees and admits that the nature, quality and number of productive work-hours spent on inducting the Trainee and providing on-job training and handholding to impart Company's know how and Confidential Information, so as to enable the Trainee to perform its applicable roles and responsibilities in the Company, is generally not found in or is available with or

Adwait Minde

Signed on 10/18/2022 | 15:18:52 (GMT +5:30)

Zycus Infotech Pvt. Ltd.: Plot No. GJ-07, SEEPZ++,
SEEPZ SEZ, Andheri (East), Mumbai 400 096, PH: +91
22 6640 7676, Fax: +91 22 2829 0528

imparted by any other similar sources as such knowledge is designed to satisfy the exclusive requirements of the Company and the opportunity to gain access to these knowledge and/or training is solely provided to the employees or trainees of this Company. The Trainee is aware that in the process of recruiting the candidate as **Trainee - Business Development**, the company has incurred expenses and costs being in the nature of advertisements, implementation of selection procedures, interviews, travel etc. and the company will also be incurring substantial training costs, man hours and resources of the company in providing training under the Agreement. These facts have been explained over to the Trainee and he understands, agrees is aware that in the event of him/her not completing the training period the company would, without option, be constrained once again to incur similar expenses to similar extents which would be direct result of and attributable to his/her leaving the company. The Trainee is further aware that the company would have earned considerable revenue by hiring out computer time instead of imparting such training there on to the trainee, therefore, Trainee agrees that in the event of him/her leaving the company before the training period is completed or in the event of him/her failure or default to complete the training or training period for any reason whatsoever he shall be liable to pay to a compensation/damages of **INR 100,000/-** to the company.

6. EVENTS OF DEFAULT OR FAILURE

Prescribed failure to complete the training period shall mean and also includes:

- a. The Trainee is negligent or indifferent in studying the training Program; or
- b. The Trainee resigns from the Company or abandons the training program before completion thereof without written consent of the Company; or
- c. The Trainee breaches any terms and conditions set out in this Agreement and/or the company policies or
- d. The Trainee is terminated by the Company for misconduct, moral turpitude or any other similar kind of reasons during the training Period.
- e. The Trainee becomes medically unfit to undertake the training period.

7. UNDERTAKING BY THE TRAINEE AND HIS SURETY

- a. Both the Trainee and surety agrees that the amounts so calculated on the basis described above is genuine, fair and reasonable estimate of the damages or loss and expenses that would accrue to the company or have been spend by the company on training.
- b. The surety hereby undertakes and accepts that his liability is coextensive with that of Trainee for payment of all amounts that may become due and payable under this agreement. That surety is aware and accepts the special nature and character of the deputation of the Trainee as well as the manner of computation of damages/compensation that the company shall be at liberty to enforce this guarantee/surety furnished by him without necessarily seeking to enforce the same against the Trainee in the first instance, that the company shall be entitled to proceed either against the Trainee or surety or both for recovery of any amounts due under this agreement, that any demand on the Trainee under this agreement shall be deemed to be sufficient notice of such

Adwait Minde

demand to the surety also, that the surety guarantees the satisfactory performance of each of the clauses, terms obligations and conditions of this agreement voluntarily and after being fully aware of all legal consequences arising to be a surety to ensure due performance of each of the clauses terms obligations and conditions of this agreement.

IN WITNESS WHEREOF the parties have signed this agreement on the date month and year first above written before following witnesses

SIGNED AND DELIVERED
By the within named, "COMPANY"
ZYCUS INFOTECH PRIVATE LTD
By the hand of



Signed on 10/16/2022 | 14:31:02 (GMT +5:30)

Sanju Laitonjam
Director – Talent Acquisition/
Authorised Signatory

SIGNED AND DELIVERED
by the within named, "TRAINEE"



Signed on 10/18/2022 | 15:18:52 (GMT +5:30)

Adwait Minde

SIGNED AND DELIVERED
by the within named, "SURETY"



Signed on 10/18/2022 | 15:37:46 (GMT +5:30)

Nitin Shankar Minde

Audit Summary for Zycus-Campus Offer- Adwait Minde

Report Time 18/10/2022 10:07:54 (GMT)	Agreement Name Zycus-Campus Offer- Adwait Minde	Document Created Time 09/10/2022 13:39:04 (GMT)
Document Created By Arun Nadar (arun.nadar@zycus.com)	Document Sent Time 09/10/2022 14:13:50 (GMT)	Transaction ID 67dd1078-1dd8-4a39-b36e-eab476e035b0
Documents Adwait Minde-Adwait Minde-OfferLetter.pdf	Recipients Arshitha Sanil (arshitha.sanil@zycus.com), Sanju Laitonjam (Sanju.laitonjam@zycus.com), Adwait Minde (crce.8818.ecs@gmail.com), Nitin Shankar Minde (minde_nitin@hotmail.com)	Document Status Completed
Document Status Action Time 18/10/2022 10:07:54 (GMT)	Number of Signatures 19	Number of Initials 0
Number of Stamps 0	Number of Pages in Document 14	CC Users

Audit Events

- Document Created by Arun Nadar (arun.nadar@zycus.com)

Time	IP Address	Geolocation	Browser	OS
09/10/2022 13:39:04 (GMT)	49.206.130.230	-	Chrome 105	Windows 10

- Document emailed by Arun Nadar (arun.nadar@zycus.com)
Sent to - Arshitha Sanil (arshitha.sanil@zycus.com)

Time	IP Address	Geolocation	Browser	OS
09/10/2022 14:13:54 (GMT)	49.206.130.230	-	Chrome 105	Windows 10

- Email link authenticated by Arshitha Sanil (arshitha.sanil@zycus.com)

Time	IP Address	Geolocation	Browser	OS
09/10/2022 16:57:49 (GMT)	111.92.75.124	-	Chrome 106	Windows 10

- Document viewed by Arshitha Sanil (arshitha.sanil@zycus.com)

Time	IP Address	Geolocation	Browser	OS
09/10/2022 16:57:50 (GMT)	111.92.75.124	-	Chrome 106	Windows 10

- Email link authenticated by Arshitha Sanil (arshitha.sanil@zycus.com)

Time	IP Address	Geolocation	Browser	OS
09/10/2022 17:13:10 (GMT)	111.92.75.124	-	Chrome 106	Windows 10

- Document viewed by Arshitha Sanil (arshitha.sanil@zycus.com)

Time	IP Address	Geolocation	Browser	OS
09/10/2022 17:13:12 (GMT)	111.92.75.124	-	Chrome 106	Windows 10

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by Arshitha Sanil (arshitha.sanil@zycus.com)

Time	IP Address	Geolocation	Browser	OS
09/10/2022 17:13:51 (GMT)	111.92.75.124	-	Chrome 106	Windows 10

- Document eSigned by Arshitha Sanil (arshitha.sanil@zycus.com)
Signature Method - Signature Typed

Time	IP Address	Geolocation	Browser	OS
09/10/2022 17:13:51 (GMT)	111.92.75.124	-	Chrome 106	Windows 10

- Document emailed
Sent to - Sanju Laitonjam (Sanju.laitonjam@zycus.com)

Time	IP Address	Geolocation	Browser	OS
09/10/2022 17:14:02 (GMT)	-	-	-	-

- Email link authenticated by Sanju Laitonjam (Sanju.laitonjam@zycus.com)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 05:47:54 (GMT)	150.107.26.7	-	Chrome 105	Windows 10

- Reminder mail sent to Sanju Laitonjam (Sanju.laitonjam@zycus.com)

Time	IP Address	Geolocation	Browser	OS
14/10/2022 11:32:55 (GMT)	-	-	-	-

- Certinal eSign Account Authenticated by Sanju Laitonjam (Sanju.laitonjam@zycus.com)

Time	IP Address	Geolocation	Browser	OS
16/10/2022 09:01:02 (GMT)	150.107.26.7	-	Chrome 106	Windows 10

- Document viewed by Sanju Laitonjam (Sanju.laitonjam@zycus.com)

Time	IP Address	Geolocation	Browser	OS
16/10/2022 09:01:02 (GMT)	150.107.26.7	-	Chrome 106	Windows 10

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by Sanju Laitonjam (Sanju.laitonjam@zycus.com)

Time	IP Address	Geolocation	Browser	OS
16/10/2022 09:01:02 (GMT)	150.107.26.7	-	Chrome 106	Windows 10

- Document eSigned by Sanju Laitonjam (Sanju.laitonjam@zycus.com)
Signature Method - Signature Uploaded (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
16/10/2022 09:01:02 (GMT)	150.107.26.7	-	Chrome 106	Windows 10

- Document emailed
Sent to - Adwait Minde (crce.8818.ecs@gmail.com)

Time	IP Address	Geolocation	Browser	OS
16/10/2022 09:01:15 (GMT)	-	-	-	-

- Reminder mail sent to Adwait Minde (crce.8818.ecs@gmail.com)

Time	IP Address	Geolocation	Browser	OS
17/10/2022 06:46:03 (GMT)	-	-	-	-

- Email link authenticated by Adwait Minde (crce.8818.ecs@gmail.com)

Time	IP Address	Geolocation	Browser	OS
17/10/2022 09:35:12 (GMT)	1.186.170.10	-	Chrome 106	Windows 10

- Email link authenticated by Adwait Minde (crce.8818.ecs@gmail.com)

Time	IP Address	Geolocation	Browser	OS
17/10/2022 09:35:16 (GMT)	1.186.170.10	-	Chrome 106	Windows 10

- Document viewed by Adwait Minde (crce.8818.ecs@gmail.com)

Time	IP Address	Geolocation	Browser	OS
17/10/2022 09:35:16 (GMT)	1.186.170.10	-	Chrome 106	Windows 10

- Email link authenticated by Adwait Minde (crce.8818.ecs@gmail.com)

Time	IP Address	Geolocation	Browser	OS
17/10/2022 13:42:04 (GMT)	1.186.170.10	-	Chrome 106	Windows 10

- Email link authenticated by Adwait Minde (crce.8818.ecs@gmail.com)

Time	IP Address	Geolocation	Browser	OS
17/10/2022 13:42:05 (GMT)	1.186.170.10	-	Chrome 106	Windows 10

- Document viewed by Adwait Minde (crce.8818.ecs@gmail.com)

Time	IP Address	Geolocation	Browser	OS
17/10/2022 13:42:05 (GMT)	1.186.170.10	-	Chrome 106	Windows 10

- Reminder mail sent to Adwait Minde (crce.8818.ecs@gmail.com)

Time	IP Address	Geolocation	Browser	OS
17/10/2022 18:04:33 (GMT)	-	-	-	-

- Email link authenticated by Adwait Minde (crce.8818.ecs@gmail.com)

Time	IP Address	Geolocation	Browser	OS
18/10/2022 09:39:17 (GMT)	1.186.170.10	-	Chrome 106	Windows 10

- Document viewed by Adwait Minde (crce.8818.ecs@gmail.com)

Time	IP Address	Geolocation	Browser	OS
18/10/2022 09:39:19 (GMT)	1.186.170.10	-	Chrome 106	Windows 10

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Time	IP Address	Geolocation	Browser	OS
18/10/2022 09:48:52 (GMT)	1.186.170.10	-	Chrome 106	Windows 10

- Document eSigned by Adwait Minde (crce.8818.ecs@gmail.com)
Signature Method - Signature Typed (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
18/10/2022 09:48:52 (GMT)	1.186.170.10	-	Chrome 106	Windows 10

- Document emailed
Sent to - Nitin Shankar Minde (minde_nitin@hotmail.com)

Time	IP Address	Geolocation	Browser	OS
18/10/2022 09:49:07 (GMT)	-	-	-	-

- Email link authenticated by Adwait Minde (crce.8818.ecs@gmail.com)

Time	IP Address	Geolocation	Browser	OS
18/10/2022 09:49:48 (GMT)	1.186.170.10	-	Chrome 106	Windows 10

- Email link authenticated by Adwait Minde (crce.8818.ecs@gmail.com)

Time	IP Address	Geolocation	Browser	OS
18/10/2022 09:49:49 (GMT)	1.186.170.10	-	Chrome 106	Windows 10

- Document viewed by Adwait Minde (crce.8818.ecs@gmail.com)

Time	IP Address	Geolocation	Browser	OS
18/10/2022 09:49:49 (GMT)	1.186.170.10	-	Chrome 106	Windows 10

- PDF agreement downloaded by Adwait Minde (crce.8818.ecs@gmail.com)

Time	IP Address	Geolocation	Browser	OS
18/10/2022 09:50:11 (GMT)	1.186.170.10	-	Chrome 106	Windows 10

- Email link authenticated by Nitin Shankar Minde (minde_nitin@hotmail.com)

Time	IP Address	Geolocation	Browser	OS
18/10/2022 10:00:08 (GMT)	136.226.255.101	-	Chrome 106	Windows 10

- Document viewed by Nitin Shankar Minde (minde_nitin@hotmail.com)

Time	IP Address	Geolocation	Browser	OS
18/10/2022 10:00:10 (GMT)	136.226.255.101	-	Chrome 106	Windows 10

- PDF agreement downloaded by Nitin Shankar Minde (minde_nitin@hotmail.com)

Time	IP Address	Geolocation	Browser	OS
18/10/2022 10:04:14 (GMT)	136.226.255.101	-	Chrome 106	Windows 10

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by Nitin Shankar Minde (minde_nitin@hotmail.com)

Time	IP Address	Geolocation	Browser	OS
18/10/2022 10:07:46 (GMT)	136.226.255.101	-	Chrome 106	Windows 10

- Document eSigned by Nitin Shankar Minde (minde_nitin@hotmail.com)
Signature Method - Signature Typed (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
18/10/2022 10:07:46 (GMT)	136.226.255.101	-	Chrome 106	Windows 10

- Final Agreement Emailed
Sent to - Adwait Minde (crce.8818.ecs@gmail.com)
Nitin Shankar Minde (minde_nitin@hotmail.com)
Arshitha Sanil (arshitha.sanil@zycus.com)
Sanju Laitonjam (Sanju.laitonjam@zycus.com)
Arun Nadar (arun.nadar@zycus.com)

Time	IP Address	Geolocation	Browser	OS
18/10/2022 10:07:54 (GMT)	-	-	-	-

End of Report

Sender Assigned Fields To Recipients

Recipient	Field	Required	PDF Page No.	Value	Activity Time
Arshitha Sanil (arshitha.sanil@zycus.com)	Field Type: Signature Field Name: Signature	Yes	Page No.: 2	<i>Arshitha Sanil</i> Signed on 10/09/2022 22:43:51 (GMT +5:30)	09/10/2022 17:13:53 (GMT)
Arshitha Sanil (arshitha.sanil@zycus.com)	Field Type: Signed Date Field Name: Signed Date	No	Page No.: 2	10/09/2022 22:43:53 (GMT +5:30)	09/10/2022 17:13:53 (GMT)
Sanju Laitonjam (Sanju.laitonjam@zycus.com)	Field Type: Signature Field Name: Signature 1	Yes	Page No.: 1	<i>Sanju Laitonjam</i> Signed on 10/16/2022 14:31:02 (GMT +5:30)	16/10/2022 09:01:05 (GMT)
Sanju Laitonjam (Sanju.laitonjam@zycus.com)	Field Type: Signature Field Name: Signature 2	Yes	Page No.: 2	<i>Sanju Laitonjam</i> Signed on 10/16/2022 14:31:02 (GMT +5:30)	16/10/2022 09:01:05 (GMT)
Sanju Laitonjam (Sanju.laitonjam@zycus.com)	Field Type: Signature Field Name: Signature 3	Yes	Page No.: 9	<i>Sanju Laitonjam</i> Signed on 10/16/2022 14:31:02 (GMT +5:30)	16/10/2022 09:01:05 (GMT)
Sanju Laitonjam (Sanju.laitonjam@zycus.com)	Field Type: Signed Date Field Name: Signed Date 1	No	Page No.: 9	10/16/2022 14:31:05 (GMT +5:30)	16/10/2022 09:01:05 (GMT)
Sanju Laitonjam (Sanju.laitonjam@zycus.com)	Field Type: Signature Field Name: Signature 4	Yes	Page No.: 14	<i>Sanju Laitonjam</i> Signed on 10/16/2022 14:31:02 (GMT +5:30)	16/10/2022 09:01:05 (GMT)
Adwait Minde (crce.8818.ecs@gmail.com)	Field Type: Signed Date Field Name: Signed Date 2	No	Page No.: 1	10/18/2022 15:18:55 (GMT +5:30)	18/10/2022 09:48:55 (GMT)
Adwait Minde (crce.8818.ecs@gmail.com)	Field Type: Signature Field Name: Signature 5	Yes	Page No.: 1	<i>Adwait Minde</i> Signed on 10/18/2022 15:18:52 (GMT +5:30)	18/10/2022 09:48:55 (GMT)
Adwait Minde (crce.8818.ecs@gmail.com)	Field Type: Signature Field Name: Signature 6	Yes	Page No.: 2	<i>Adwait Minde</i> Signed on 10/18/2022 15:18:52 (GMT +5:30)	18/10/2022 09:48:55 (GMT)
Adwait Minde (crce.8818.ecs@gmail.com)	Field Type: Signature Field Name: Copy of Signature 4	Yes	Page No.: 4	<i>Adwait Minde</i> Signed on 10/18/2022 15:18:52 (GMT +5:30)	18/10/2022 09:48:55 (GMT)
Adwait Minde (crce.8818.ecs@gmail.com)	Field Type: Signature Field Name: Copy of Signature 5	Yes	Page No.: 5	<i>Adwait Minde</i> Signed on 10/18/2022 15:18:52 (GMT +5:30)	18/10/2022 09:48:55 (GMT)
Adwait Minde (crce.8818.ecs@gmail.com)	Field Type: Signature Field Name: Copy of Signature 6	Yes	Page No.: 6	<i>Adwait Minde</i> Signed on 10/18/2022 15:18:52 (GMT +5:30)	18/10/2022 09:48:55 (GMT)

Adwait Minde (crce.8818.ecs@gmail.com)	Field Type: Signature Field Name: Copy of Signature 7	Yes	Page No.: 7	<i>Adwait Minde</i> Signed on 10/18/2022 15:18:52 (GMT +5:30)	18/10/2022 09:48:55 (GMT)
Adwait Minde (crce.8818.ecs@gmail.com)	Field Type: Signature Field Name: Copy of Signature 8	Yes	Page No.: 8	<i>Adwait Minde</i> Signed on 10/18/2022 15:18:52 (GMT +5:30)	18/10/2022 09:48:55 (GMT)
Adwait Minde (crce.8818.ecs@gmail.com)	Field Type: Signature Field Name: Copy of Signature 9	Yes	Page No.: 9	<i>Adwait Minde</i> Signed on 10/18/2022 15:18:52 (GMT +5:30)	18/10/2022 09:48:55 (GMT)
Adwait Minde (crce.8818.ecs@gmail.com)	Field Type: Signed Date Field Name: Signed Date 3	No	Page No.: 9	10/18/2022 15:18:55 (GMT +5:30)	18/10/2022 09:48:55 (GMT)
Adwait Minde (crce.8818.ecs@gmail.com)	Field Type: Signature Field Name: Copy of Signature 10	Yes	Page No.: 10	<i>Adwait Minde</i> Signed on 10/18/2022 15:18:52 (GMT +5:30)	18/10/2022 09:48:55 (GMT)
Adwait Minde (crce.8818.ecs@gmail.com)	Field Type: Signature Field Name: Copy of Signature 11	Yes	Page No.: 11	<i>Adwait Minde</i> Signed on 10/18/2022 15:18:52 (GMT +5:30)	18/10/2022 09:48:55 (GMT)
Adwait Minde (crce.8818.ecs@gmail.com)	Field Type: Signature Field Name: Copy of Signature 12	Yes	Page No.: 12	<i>Adwait Minde</i> Signed on 10/18/2022 15:18:52 (GMT +5:30)	18/10/2022 09:48:55 (GMT)
Adwait Minde (crce.8818.ecs@gmail.com)	Field Type: Signature Field Name: Copy of Signature 13	Yes	Page No.: 13	<i>Adwait Minde</i> Signed on 10/18/2022 15:18:52 (GMT +5:30)	18/10/2022 09:48:55 (GMT)
Adwait Minde (crce.8818.ecs@gmail.com)	Field Type: Signature Field Name: Copy of Signature 14	Yes	Page No.: 14	<i>Adwait Minde</i> Signed on 10/18/2022 15:18:52 (GMT +5:30)	18/10/2022 09:48:55 (GMT)
Nitin Shankar Minde (minde_nitin@hotmail.com)	Field Type: Signature Field Name: Signature 19	Yes	Page No.: 14	<i>Nitin Shankar Minde</i> Signed on 10/18/2022 15:37:46 (GMT +5:30)	18/10/2022 10:07:48 (GMT)

Parties accepted the User Disclosure: Arshitha Sanil (arshitha.sanil@zycus.com), Sanju Laitonjam (Sanju.laitonjam@zycus.com), Adwait Minde (crce.8818.ecs@gmail.com), Nitin Shankar Minde (minde_nitin@hotmail.com)

Company and its Users' Disclosure Regarding Conducting Business Electronically, and Signing Documents Electronically

By using Certinal Application, you hereby specifically provide your consent to use Certinal Application for receiving notifications electronically and/or electronically signing e-documents rather than executing those documents through wet signatures. If you do not wish to receive notifications electronically and/or execute e-documents by applying electronic signatures, then you may withdraw your consent in following manner:

- You may notify the sender by writing email to the sender of e-document that you do not wish to execute e-documents by applying electronic signatures.
- You may write email to the sender of e-document and ask the sender to provide print of the document for executing the same by applying wet signatures.
- You yourself may download the document from Certinal Application and print the same for executing it by applying wet signatures.

Any such action of yours by which you do not proceed to electronically sign e-documents shall be construed as withdrawal of your consent to electronically sign e-documents.

You may be required to pay to the sender for executing hard copy of the document through wet signatures needs to be settled between you and the sender. Certinal is not liable in any manner whatsoever related to any such cost if any incurred by you.

After withdrawal of such consent if at any time in future you again use the Certinal Application either to electronically sign the same document for which you had earlier withdrawn your consent or you use the Certinal Application to sign any other new document then by such act of yours you acknowledge that you are consenting to use Certinal Application for electronically signing e-documents.

Following are the system requirements for using Certinal Application.

System Requirements	
RAM Requirements	Minimum: 8GB Recommended: 16GB
Hard Disk Requirements	100GB
Supported Operating system	MAC OS X v11 or later and Windows 8, 10
Supported Browser	<i>*Edge Chromium based browser Recommended Edge Version 81.0.416.58 + Firefox Version 75.0 + Chrome 78.0.3904.97 + Safari 11 +</i>
System Resolution	1920*1080, 1024*768, 1152*864, 1366*768, 1440x900, 2560*1600, 3072*1920
Additional Hardware/Software Requirements	4 Cores (CPU)

Please note that Edge Chromium based browser, Firefox, and Chrome are evergreen browsers with automatic updates. Support is provided for two of their latest stable releases. The supported versions will change as and when they release a new version.

Following are the document formats supported for electronic signature.

- PDF (.pdf)
- Word (.doc and .docx)
- Graphics (.tif, .jpg, .jpeg, .gif, .bmp, and .png)

You are required to have Acrobat® or similar software applications to view electronically signed document.

OFFER LETTER

14th October 2022

Mr. Omkar Patil

Dear Omkar,

Subsequent to your interview with us, we are pleased to offer you a position of **Trainee Software Developer** in the company. Your joining date with us will be on or before **3rd July 2023**. Your initial place of posting will be at our development centre at **Powai Mumbai**.

The other terms and conditions of your offer will be as per Annexure I and II.

With Regards

Yours sincerely

For C2L BIZ Solutions Private Limited

LALAN
BHAVESH
LILADHAR

Digitally signed by
LALAN BHAVESH
LILADHAR
Date: 2022.10.14
18:39:39 +05'30'

Bhavesh Lalan
Director

Encl: As stated above

C2L BIZ Solutions Pvt. Ltd.

Corporate Office :
Unit No. 119, 15th Floor, 'B' Wing, Solaris-1,
Saki Vihar Road, Andheri (East), Mumbai 400 072. India
+91 22 4263 0400 (0)

Registration No.
U72900MH2007PTC175935

www.c2lbiz.com

Registered Office :
Unit No. 505, 5th Floor, ATL Corporate Park,
Saki Vihar Road, Opp. L&T Gate No. 7,
Andheri (East), Mumbai - 400 072.

Mr. Omkar Patil

Salary Break-up

details

Salary Component	Amount (monthly in Rs)	Amount (annual monthly in Rs)
Basic	10,450	1,25,400
HRA	5,225	62,700
Special allowance	8,360	1,00,320
Conveyance	1,600	19,200
Medical allowance	1,250	15,000
Child Education allowance	200	2,400
Gross Total	27,085	3,25,020
Other Benefits (Annual)		
*Provident Fund (company contribution)		21,600
Health Insurance Premium		7,500
Gratuity		6,029
CTC Total (Annual)		3,60,149

* Provident Fund will be deducted as Rs.1800/- per month from your monthly gross. An equal amount will be contributed by the organization towards the PF.

** This offer is conditional upon you completing your BE degree and securing a first class.

Other Deductions:

- Income Tax deductions as per applicable.
- Professional Tax @ Rs 200/- per month

LALAN BHAVESH
LILADHAR

Digitally signed by LALAN
BHAVESH LILADHAR
Date: 2022.10.14 18:39:57
+05'30'

Bhavesh Lalan

Director

Ingram Micro India SSC Private Limited
CIN: U51101MH2012PTC237694

Tel: +91-22-39894645
Fax: +91-22-39561000

Registered Office:
Unit No. 202, Second Floor, Akraft Corporate Park, LBS Marg,
Next to GE Gardens, Kanjur Marg (West), Mumbai 400078

Date:

To,
MR. SIDDHESH PATIL
MUMBAI

Sub: Letter of Engagement

Dear

We are pleased to inform you that based on the technical evaluation and panel interviews, you have been selected for the position of "Trainee Software Developer" at Ingram Micro. The Compensation details is set out in **Annexure A**. This is subject to normal applicable standard deductions, as per Company's policies.

You would be under probation for **1 year** following the commencement of employment. Your confirmation at the end of the probation period is subject to successful completion of your performance review.

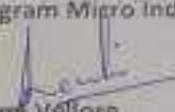
Please note that the company believes in "Re-engineering" as a continuous process, and therefore, designations, responsibilities and location are subject to modifications in line with the business objectives.

A detailed offer letter will be provided on completion of required documentations prior to your date of joining.

Please sign a copy of this letter as your acceptance and return the same to us.

We look forward to welcome you at INGRAM MICRO!

For Ingram Micro India-SSC PVT. Ltd.


Lakshmi Vellore
HR Lead

Date:
Name:
Signature:

ANNEXURE 'A'

Components	Monthly Compensation	Annual Compensation
Basic	23062	276744
HRA	11531	138372
Personal Pay	6919	83028
LTA	4612	55344
Fixed Compensation (A)**	46124	553488
Employer Provident Fund Contribution	2767	33204
Gratuity*	1109	13308
Total Retirals (C)	3876	46512
Total Compensation (TAC)		
Cost to Company (CTC) - (A+B+C)	50000	600000

Bills/Supporting to be produced to avail tax exemption, subject to IT rules.

**Income Tax and PF deductions as applicable.

*Gratuity as per The Gratuity Act 1972

For Ingram Micro India SSC Pvt. Ltd.


Lakshmi Vellore
HR Lead

Date:
Name:
Signature:



Date: November 13, 2022

Ref: LTI/HR/EN3/Campus/2023

Name: Grace Pereira

College: Fr. C. Rodrigues College of Engineering, Bandra

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Grace Pereira,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on being selected as a Graduate Engineer Trainee. This offer is on the following terms and conditions, subject to fulfilling the eligibility criteria (refer Annexure 1) and a successful background check

1. During the training period (includes classroom and on the job training) of 3 months, your Stipend including all benefits will be Rs. 30000 pm.
2. All payments made to you would be subject to deduction of applicable taxes at source (TDS). Your remuneration is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever, except with the prior consent of the Company.
3. You will also be issued a detailed Letter of Appointment as Graduate Engineer Trainee subject to you meeting the eligibility criteria as mentioned in Annexure-1. Your appointment is in accordance with the Apprentices Act, 1961.
4. Documents - Your offer is subject to you submitting all the mandatory documents at the time of joining. (Refer Annexure-2)
5. Background Verification - As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your educational / professional credentials and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, this offer shall stand withdrawn, apart from other legal action being initiated against you.
6. If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this Graduate Engineer Trainee Offer Letter on the CampBuzz Portal (<https://campbuzz.lntinfotech.com>) and register your credentials therein within seven (7) days from the date of this letter.

If you do not register your credentials within the above period on the Company portal and accept the offer on the portal within (7) days, the aforesaid offer automatically stands cancelled. Post registration on the above portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.

7. You are required to register yourself as an on the apprenticeship portal <http://www.mhrdnats.gov.in> within [7] days from the date of this offer or once your final semester is completed as applicable.
8. You may be confirmed in 3 months from the effective start date of your employment with the Company. During this period, a prior notice of 7 days shall be applicable, in case of voluntary resignation by the employee. Your employment with LTI will be terminated without any notice or stipend or compensation in lieu of notice in the below circumstances, which you agree are reasonable and acceptable:



- o Failing to meet the qualification criteria during the Training Program assessments
- o Unauthorized absence during the Training Program
- o Integrity and other disciplinary expectations

9. All Annexures appended herewith shall form an integral part of this letter.
10. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.
11. The terms and conditions mentioned above are subject to change at any time at sole discretion of the Company and as per business demands without prior notice
12. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.
13. Post successful completion of 3 months and subject to joining the Company, your annual CTC including all benefits will be as per the details mentioned in 'Annexure-3'.
14. As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining the Company. You are therefore requested to complete the Company training which will be communicated to you separately. Company has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings are critical and the outcomes would have a direct impact on your onboarding.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,
For LTI Ltd.

Thiagu Dharmalingam
Senior Manager -Talent Acquisition

Signature and Date

ANNEXURE-1

Eligibility Criteria for Engineering - Year 2023 Batch		
Qualification	B.E./B.Tech.	M.E./M.Tech/MCA/M.Sc
Branches:	All Branches	M.E./M.Tech(All branches) MCA, M.Sc (five-year integrated CS/IT)
Age Criteria: As on 1st July of Passing year (2023)	Less than 24 years	Less than 26 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma which should not be more than 2 years. No Year drop allowed.	
SSC, HSC Percentages/CGPA:	60% & Above OR Equivalent CGPA	
Diploma/Graduation Percentage/CGPA:	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA	
	<ul style="list-style-type: none"> ∩ SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. ∩ Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. ∩ For Diploma holders, final semester should have cleared in FIRST ATTEMPT only. ∩ For candidates pursuing HSC and Diploma(both), marks scored in the Diploma course will be taken into consideration. 	
	<ul style="list-style-type: none"> ∩ For the interview process, an aggregate of 60% & above <u>till the results of the last conducted examination</u> will be considered. ∩ Aggregate of 60% & above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results 	
	<ul style="list-style-type: none"> ∩ Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule) 	
	<ul style="list-style-type: none"> ∩ Conversion from CGPA into Percentage must be calculated as per your respective University norms ∩ Provisional/Passing Certificate must state First Class 	
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation)	<ul style="list-style-type: none"> ∩ No active/live backlogs allowed during the interview process ∩ All backlogs (if any) must be cleared with the final semester exams ∩ All final semester subjects must be attempted and cleared in the First Attempt (No Reattempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course) ∩ Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. ∩ This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears an re-attempts due to Absenteeism. ∩ Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear. 	
Nature of Course:	All Full Time courses Only	
Year of Passing:	2023 SUMMER Pass outs Only	
Citizenship:	Resident Indian Citizens Only	
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY	
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence	
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at the time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS	
Training phase:	The period of training (classroom/virtual) and the subsequent technology & communication tracks assigned for training are purely subjected to the business requirements. Non-performance during technical & communication trainings/on the job phase is subjected to separation from the organization	
Flexibility:	Should be flexible to work in any technology/work-shift/domain and work from any development center/partner premise/customer location as per business needs	
Cooling Period:	Should NOT have appeared for any LTI interview process anywhere in the past 6 months from the date of my interview process.(If found so, LTI may take immediate action and cancel the candidature at ANY stage)	

Eligibility for Maternity Leave:	As per the Maternity Benefit Act, 1961, employee would be entitled for maternity leave if she has worked for a minimum of 80 days in the organization in the twelve months immediately preceding the date of her expected date of delivery
----------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

d

Self Declaration :

1. You should meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. LTI may take immediate action at any time during or after the Interview/Selection/Joining if found hiding any information/involved in any sort of malpractices/producing incorrect information or not meeting all the criteria mentioned above.
3. This recruitment process is completely free of cost.

Candidate Signature: 
Name: Grace Pereira
Institution Name: Fr. C. Rodrigues College of Engineering, Bandra
Mobile No: 9011986387

ANNEXURE-2

Please bring along with you the following documents in original and one copy of the same.

- A. Duly acknowledged copy of the Graduate Engineer Trainee Offer Letter.
- B. Non-Disclosure Agreement.
- C. Two copies of your recent passport size photograph with white background.

Attested copies of the following are required:

- 1. Proof of age.
- 2. SSC/HSC or equivalent examination mark sheets.
- 3. Diploma / Degree mark sheets for all the Semesters/Years.
- 4. Passport first & last page.
- 5. Four wheeler Driving License.
- 6. Pan card.
- 7. Aadhar card.

You are requested to note that our offer is subject to submitting the above documents.

<u>ANNEXURE-3</u>		
Name : Grace Pereira		Date : November 13, 2022
Salary Grade : P1		
Components	INR. p.a.	INR. p.m.
Basic	180000	15,000
Bouquet of Benefits	264180	22015
Bonus	21000	1750
Base Salary (p.a.)	465180	38765
Annual Incentive (p.a.)	0	
Total Variable (p.a.)	0	
TTC (p.a.)	465180	
PF	21600	1800
Gratuity	8658	722
Mediclaime Premium (p.a.)	12929	1077
Retirals & Other Benefits (p.a.)	43187	3598
Cost to Company (CTC)	508367	42363
<p><u>Medical Insurance Premium:</u> The Group Mediclaime Policy of Company covers Employee, Spouse & upto 3 dependent children (below 25 yrs of age). Coverage limits are as per company policy</p> <p>You would also be eligible to be covered under the Voluntary Group Term Life and Group Accident Insurance policy as per the company policy.</p> <p><u>Notes:</u></p> <ol style="list-style-type: none"> 1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules. 2) Bouquet of Benefits* /Flexi Pay consists of Flexi-components which may include HRA, Conveyance, LTA, Meal Allowance and Adhoc allowance. 3) H.R.A. will be deducted for accommodation (if any) provided by the Company. 4) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution. 5) Gratuity payment shall be as per Payment of Gratuity Act, 1972 6) Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time. 		

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.
- Any or all the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

OFFER LETTER

14th October 2022

Mr. Emmanuel Pinto

Dear Emmanuel,

Subsequent to your interview with us, we are pleased to offer you a position of **Trainee Software Developer** in the company. Your joining date with us will be on or before **3rd July 2023**. Your initial place of posting will be at our development centre at **Powai Mumbai**.

The other terms and conditions of your offer will be as per Annexure I and II.

With Regards

Yours sincerely

For C2L BIZ Solutions Private Limited

LALAN
BHAVESH
LILADHAR

Digitally signed by
LALAN BHAVESH
LILADHAR
Date: 2022.10.14
18:39:06 +05'30'

Bhavesh Lalan
Director

Encl: As stated above

C2L BIZ Solutions Pvt. Ltd.

Corporate Office :
Unit No. 119, 15th Floor, 'B' Wing, Solaris-1,
Saki Vihar Road, Andheri (East), Mumbai 400 072. India
+91 22 4263 0400 (0)

Registration No.
U72900MH2007PTC175935

www.c2lbiz.com

Registered Office :
Unit No. 505, 5th Floor, ATL Corporate Park,
Saki Vihar Road, Opp. L&T Gate No. 7,
Andheri (East), Mumbai - 400 072.

Mr. Emmanuel Pinto

Salary Break-up

details

Salary Component	Amount (monthly in Rs)	Amount (annual monthly in Rs)
Basic	10,450	1,25,400
HRA	5,225	62,700
Special allowance	8,360	1,00,320
Conveyance	1,600	19,200
Medical allowance	1,250	15,000
Child Education allowance	200	2,400
Gross Total	27,085	3,25,020
Other Benefits (Annual)		
*Provident Fund (company contribution)		21,600
Health Insurance Premium		7,500
Gratuity		6,029
CTC Total (Annual)		3,60,149

* Provident Fund will be deducted as Rs.1800/- per month from your monthly gross. An equal amount will be contributed by the organization towards the PF.

** This offer is conditional upon you completing your BE degree and securing a first class.

Other Deductions:

- Income Tax deductions as per applicable.
- Professional Tax @ Rs 200/- per month

**LALAN BHAVESH
LILADHAR**

Digitally signed by LALAN
BHAVESH LILADHAR
Date: 2022.10.14 18:39:16
+05'30'

Bhavesh Lalan

Director

Date:

To,

MR. SUSHANTI SHANBHAG
MUMBAI

Sub: Letter of Engagement

Dear

We are pleased to inform you that based on the technical evaluation and panel interviews, you have been selected for the position of "Trainee Software Developer" at Ingram Micro. The Compensation details is set out in Annexure A. This is subject to normal applicable standard deductions as per Company's policies.

You would be under probation for **1 year** following the commencement of employment. Your confirmation at the end of the probation period is subject to successful completion of your performance review.

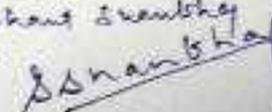
Please note that the company believes in 're-engineering' as a continuous process, and therefore, designations, responsibilities and location are subject to modifications in line with the business objectives.

A detailed offer letter will be provided on completion of required documentations prior to your date of joining.

Please sign a copy of this letter as your acceptance and return the same to us.

We look forward to welcome you at INGRAM MICRO!

For Ingram Micro India SSC Pvt. Ltd.


Lakshmi Vellore
HR LeadDate: 9 Sept 2022
Name: Sushanti Shanbhag
Signature: 

Ingram Micro India SSC Private Limited
 CIN: U51101MH2012PTC217694
 Registered Office:
 Unit No. 202, Second Floor, Akruti Corporate Park, LBS Marg,
 Next to GE Gardens, Kanjur Marg (West), Mumbai 400078

Tel: +91-22-39894645
 Fax: +91-22-30561000

ANNEXURE 'A'		
Components	Monthly Compensation	Annual Compensation
Basic	23062	276744
HRA	11531	138372
Personal Pay	6919	83028
LTA	4612	55344
Fixed Compensation (A)**	46124	553488
Employer Provident Fund Contribution	2767	33204
Gratuity [†]	1109	13308
Total Retirals (C)	3876	46512
Total Compensation (TAC)		
Cost to Company (CTC) - (A+B+C)	50000	600000

Bills/Supporting to be produced to avail tax exemption, subject to IT rules

**Income Tax and P.T deductions as applicable

†Gratuity as per The Gratuity Act 1972

For Ingram Micro India SSC Pvt. Ltd.


 Lakshmi Vellore
 HR Lead

Date: 5 Sept 2022
 Name: Eshant Shankar
 Signature: 



Ingram Micro India SSC Private Limited
CIN: U51101MH2012PTC237694

Tel+ 91-22-39894645
Fax +91-22-30561000

Registered Office:
Unit No. 202, Second Floor, Akruiti Corporate Park, LBS Marg,
Next to GE Gardens, Kanjur Marg (West), Mumbai 400078

Date:

To,
MR. DANISH KUMAR SHARMA
MUMBAI

Sub: Letter of Engagement

Dear

We are pleased to inform you that based on the technical evaluation and panel interviews, you have been selected for the position of "Trainee Software Developer" at **Ingram Micro**. The Compensation details is set out in **Annexure A**. This is subject to normal applicable standard deductions as per Company's policies.

You would be under probation for **1 year** following the commencement of employment. Your confirmation at the end of the probation period is subject to successful completion of your performance review.

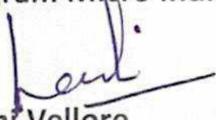
Please note that the company believes in 'Re-engineering' as a continuous process, and therefore, designations, responsibilities and location are subject to modifications in line with the business objectives.

A detailed offer letter will be provided on completion of required documentations prior to your date of joining.

Please sign a copy of this letter as your acceptance and return the same to us.

We look forward to welcome you at INGRAM MICRO!

For Ingram Micro India SSC Pvt. Ltd.


Lakshmi Vellore
HR Lead

Date: 10/09/2022
Name: DANISH KUMAR SHARMA
Signature: 

Ingram Micro India SSC Private Limited
CIN: U51101MH2012PTC237694

Tel+ 91-22-39894645
Fax +91-22-30561000

Registered Office:
Unit No. 202, Second Floor, Akruti Corporate Park, LBS Marg,
Next to GE Gardens, Kanjur Marg (West), Mumbai 400078

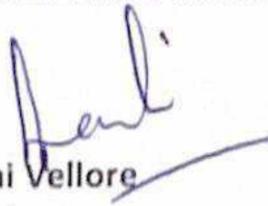
ANNEXURE 'A'		
Components	Monthly Compensation	Annual Compensation
Basic	23062	276744
HRA	11531	138372
Personal Pay	6919	83028
LTA	4612	55344
Fixed Compensation (A)**	46124	553488
Employer Provident Fund Contribution	2767	33204
Gratuity [#]	1109	13308
Total Retirals (C)	3876	46512
Total Compensation (TAC)		
Cost to Company (CTC) - (A+B+C)	50000	600000

Bills/Supporting to be produced to avail tax exemption, subject to IT rules

**Income Tax and P.T deductions as applicable

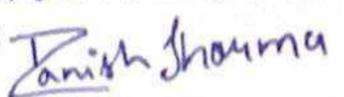
[#]Gratuity as per The Gratuity Act 1972

For Ingram Micro India SSC Pvt. Ltd.


Lakshmi Vellore
HR Lead

Date: 10/09/2022

Name: DANISH KUMAR SHARMA

Signature: 



Date: November 10, 2022

Ref: LTI/HR/EN3/Campus/2023

Name: Sharvin Sunny

College: Fr. C. Rodrigues College of Engineering, Bandra

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Sharvin Sunny,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on being selected as a **Graduate Engineer Trainee**. This offer is on the following terms and conditions, subject to fulfilling the eligibility criteria (Refer '**Annexure 1**') and a successful background check.

1. During the training period (includes classroom and on the job training) of 3 months, your Stipend including all benefits will be **Rs. 30000 pm**.
2. All payments made to you would be subject to deduction of applicable taxes at source (TDS).Your remuneration is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever, except with the prior consent of the Company.
3. You will also be issued a detailed Letter of Appointment as Graduate Engineer Trainee subject to you meeting the eligibility criteria as mentioned in '**Annexure-1**'. Your appointment is in accordance with the Apprentices Act, 1961.
4. **Documents** - Your offer is subject to you submitting all the mandatory documents at the time of joining. (Refer '**Annexure-2**')
5. **Background Verification** - As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your educational / professional credentials and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, this offer shall stand withdrawn, apart from other legal action being initiated against you.
6. If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this **Graduate Engineer Trainee Offer Letter** on the **CampBuzz Portal** (<https://campbuzz.ltinfotech.com>) and register your credentials therein within seven (7) days from the date of this letter.

If you do not register your credentials within the above period on the Company portal and accept the offer on the portal within (7) days, the aforesaid offer automatically stands cancelled.

Post registration on the above portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.

7. You are required to register yourself as an apprentice on the apprenticeship portal <http://www.mhrdnats.gov.in> within [7] days from the date of this offer or once your final semester is completed as applicable.



8. You may be confirmed in 3 months from the effective start date of your employment with the Company. During this period, a prior notice of 7 days shall be applicable, in case of voluntary resignation by the employee. Your employment with LTI will be terminated without any notice or stipend or compensation in lieu of notice in the below circumstances, which you agree are reasonable and acceptable:
 - Failing to meet the qualification criteria during the Training Program assessments
 - Unauthorized absence during the Training Program
 - Integrity and other disciplinary expectations
9. All Annexures appended herewith shall form an integral part of this letter.
10. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.
11. The terms and conditions mentioned above are subject to change at any time at sole discretion of the Company and as per business demands without prior notice.
12. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.
13. Post successful completion of 3 months and subject to joining the Company, your annual CTC including all benefits will be as per the details mentioned in '**Annexure-3**'.
14. As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining the Company. You are therefore requested to complete the Company training which will be communicated to you separately. Company has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings are critical and the outcomes would have a direct impact on your onboarding.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For LTI Ltd.

Thiagu Dharmalingam
Senior Manager -Talent Acquisition

I have read the letter and accept the same.

Signature and Date

ANNEXURE-1

Eligibility Criteria for Engineering - Year 2023 Batch		
Qualification:	B.E./B.Tech.	M.E./M.Tech/MCA/M.SC
Branches:	All Branches	M.E./M.Tech(All branches) MCA, M.Sc (five-year integrated CS/IT)
Age Criteria: As on 1st July of Passing year (2023)	Less than 24 years	Less than 26 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma which should not be more than 2 years. No Year drop allowed.	
SSC, HSC Percentages/CGPA:	60% & Above OR Equivalent CGPA	
	NOTE: <ul style="list-style-type: none"> SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only. For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration. 	
Diploma/Graduation Percentage/CGPA :	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA	
	<ul style="list-style-type: none"> For the interview process, an aggregate of 60% & above <u>till the results of the last conducted examination</u> will be considered Aggregate of 60% & above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule) Conversion from CGPA into Percentage must be calculated as per your respective University norms Provisional/Passing Certificate must state First Class 	
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation, Post Graduation)	<ul style="list-style-type: none"> No active/live backlogs allowed at the time of the interview process All backlogs (if any) must be cleared <u>with the final semester exams</u> All final semester subjects <u>must be attempted and cleared in the First Attempt</u> (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course) Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear. 	
Nature of Course:	All Full Time courses Only	
Year of Passing:	(2023) SUMMER Pass outs Only	
Citizenship:	Resident Indian Citizens Only	
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY	
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence	
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at the time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS	
Training phase:	The period of training (classroom/virtual) and the subsequent technology & communication tracks assigned for training are purely subjected to the business requirements. Non-performance during technical & communication trainings/on the job phase is subjected to separation from the organization	
Flexibility:	Should be flexible to work in any technology/work-shift/domain and work from any development center/partner premise/customer location as per business needs	
Cooling Period:	Should NOT have appeared for any LTI interview process anywhere in the past 6 months from the date of my interview process.(If found so, LTI may take immediate action and cancel the candidature at ANY stage)	
Eligibility for Maternity Leave:	As per the Maternity Benefit Act, 1961, employee would be entitled for maternity leave if she has worked for a minimum of 80 days in the organization in the twelve months immediately preceding the date of her expected date of delivery	



Self-Declaration:

1. You should meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. LTI may take immediate action at any time during or after the Interview/Selection/Joining if found hiding any information/involved in any sort of malpractices/producing incorrect information or not meeting all the criteria mentioned above.
3. This recruitment process is completely free of cost.

Candidate Signature: _____

Name: _____

Institute Name: _____

Mobile No: _____



ANNEXURE-2

Please bring along with you the following documents in original and one copy of the same.

- A. Duly acknowledged copy of the Graduate Engineer Trainee Offer Letter.
- B. Non-Disclosure Agreement.
- C. Two copies of your recent passport size photograph with white background.

Attested copies of the following are required:

- 1. Proof of age.
- 2. SSC/HSC or equivalent examination mark sheets.
- 3. Diploma / Degree mark sheets for all the Semesters/Years.
- 4. Passport first & last page.
- 5. Four wheeler Driving License.
- 6. Pan card.
- 7. Aadhar card.

You are requested to note that our offer is subject to submitting the above documents.

ANNEXURE-3

Name : Sharvin Sunny Date : November 10, 2022

Salary Grade : P1

Components	INR. (p.a.)	INR. (p.m.)
Basic	180000	15000
Bouquet of Benefits	264180	22015
Bonus	21000	1750
Base Salary (p.a.)	465180	38765
Annual Incentive	0	
Total Variable (p.a.)	0	
TTC(p.a.)	465180	
PF	21600	1800
Gratuity	8658	722
Mediclaime Premium(p.a)	12929	1077
Retirals & Other Benefits(p.a)	43187	3598
Cost to Company (CTC)	508367	42363

Medical Insurance Premium:

The Group Mediclaime Policy of Company covers Employee, Spouse & upto 3 dependent children (below 25 yrs of age). Coverage limits are as per company policy.

You would also be eligible to be covered under the Voluntary Group Term Life and Group Accident Insurance policy as per the company policy.

Notes:

- 1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2) Bouquet of Benefits* /Flexi Pay consists of Flexi-components which may include HRA, Conveyance, LTA, Meal Allowance and Adhoc allowance.
- 3) H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 4) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
- 5) Gratuity payment shall be as per "Payment of Gratuity Act, 1972".
- 6) Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

LETTER OF APPOINTMENT and EMPLOYMENT AGREEMENT
(Private and Confidential)

Monday, June 19, 2023

Dear Vinay Shelke,

With reference to your application for employment and the subsequent interview with Interactive Brokers Software Services (India) Private Limited ("the Company"), an affiliate of IBG LLC, we are pleased to offer you the position of **Junior Software Engineer** contingent on the following terms and conditions:

1. Place of posting

Your initial place of posting is **Mumbai**. However, you are liable to be transferred at any time to any place of business of the Company as existing/operating presently or acquired or set up later in any part of India or abroad. You are also liable to be deputed to any work or assigned the works of any associate/affiliates, subsidiaries, or any other companies/concerns/ organisations/firms with whom the Company may have or make business arrangements.

2. Effective Date / Hours of Employment

Your employment will commence from **Monday, July 03, 2023**. You will ensure that your prior employment has ceased, and that you have been duly discharged by your last employer. Your hours of employment will be for 9 hours per day and shift timings may subject to change from time to time as we have 24 hours operations. Your weekly offs may not necessarily be for two (2) consecutive days and may not necessarily be on the weekend i.e., Saturday/Sunday. Your regular work schedule will be communicated to you directly by your manager.

3. Compensation

Your compensation details pertaining to monthly / annual allowances, reimbursements, benefits, and perquisites shall be to a Gross Value annual rate of **INR 1,075,000** to the company. In addition, you will be entitled to discretionary performance-based incentives and/or bonus. Please check **Addendum No. 2**.

Cost to Company (CTC): Your detailed cost to company break-up is listed in **Addendum No. 3**.

Tax: It is your responsibility to meet all requirements under the Indian tax laws including payment of taxes and filing of returns. The Company shall deduct tax at source ("TDS") on any payments under this appointment that require such deduction to be made by the Company as employer in accordance with Indian tax laws.

4. Responsibilities and Duties

Your responsibilities and duties would be as such: refer to Addendum No. 1.

5. Employment terms and conditions

Kindly refer to the attached **Addendum No. 4** herewith which forms an integral part of your employment agreement with the Company.

Please sign and return the duplicate of this letter of appointment to indicate your acceptance of this letter to the HR.

We look forward to working together to build a successful business.

For INTERACTIVE BROKERS SOFTWARE SERVICES (INDIA) PRIVATE LIMITED



Archana Thale
Senior Manager - Human Resources

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Addendum to Interactive Brokers Software Services India employment contract of **Vinay Shelke**.

Addendum No. 1
Key Roles and Responsibilities

- Research, conceive and develop technology solutions to extend and improve IB's customer facing and back-end applications.
- Write client / server-side code for web-based applications, create robust high-volume production applications, and develop prototypes quickly.
- Work in close collaboration with engineering team based in other IB Offices in Europe and US.
- Collaborate on scalability issues involving access to massive amounts of data and information.
- Solve all problems that come your way.

Addendum No. 2
Year-End Bonus and Incentive Award Estimate

The following are indicative estimates of additional discretionary compensation and incentives available for year-end 2023. Actual awards will be determined based on performance.

Cash Bonus

15% to 20% of Annual Gross Salary (this amount is subject to proration based on time active as a confirmed employee in 2023).

Stock Award

15% to 20% of Annual Gross Salary (subject to vesting, terms and conditions outlined in the IBG Stock Award Certificate, this amount is subject to proration based on time active as a confirmed employee in 2023).

Note: The Year-End Bonus and Incentive Award Estimate guidelines are subject to change annually at the discretion of the company.

Addendum No. 3
Cost to Company (CTC) Details

Employee Name	Vinay Shelke	
Designation	Junior Software Engineer	
Pay Heads	Annually	Monthly
Basic	₹ 430,000	₹ 35,833
HRA - House Rent Allowance	₹ 215,000	₹ 17,917
LTA - Leave Travel Allowance	₹ 60,000	₹ 5,000
Telephone Reimbursement	₹ 24,000	₹ 2,000
Books, Periodicals & Newspapers	₹ 12,000	₹ 1,000
Flexible Benefit Plan	₹ 334,000	₹ 27,833
Gross Salary	₹ 1,075,000	₹ 89,583
Food card	₹ 50,400	₹ 4,200
Company PF	₹ 51,600	₹ 4,300
Gratuity	₹ 20,673	₹ 1,723
Medical Insurance	₹ 30,000	₹ 2,500
Life Insurance	₹ 1,000	₹ 83
Cost to Company (CTC)	₹ 1,228,673	₹ 102,389

Addendum No. 4: Employment Terms and Conditions

1. Probation Period

You will initially be on probation for a period of six (6) months from the date of commencement of employment with Interactive Brokers Software Services India Private Limited (the "Company"), an affiliate of IBG LLC, after which your performance will be reviewed and if found satisfactory your appointment will be confirmed in writing as the Company may determine. If your performance is found unsatisfactory, the probation period may be extended until the Company expressly confirms your employment. This probation period would be computed excluding any leave that you may take, for any reason, during the six (6) months immediately following the date of commencement of your employment.

During the period of probation, your employment can be terminated by either side by giving you one day (24 hours) notice in writing, or by payment of one (1) day salary in lieu of notice. However, in the event of gross misconduct or commission of a serious breach by you, the Company is entitled to terminate your employment with immediate effect without any prior notice.

2. Conduct and Discipline

When in the course of your duty, you are required to conduct yourself professionally at all times. In the event of a misconduct committed by you, whether such misconduct by you causes embarrassment to the Company, the Company may take disciplinary or legal action against you, which may result in subsequent dismissal from employment.

Indemnification: You agree to indemnify and save harmless the Company, its respective officers, directors, employees and agents ("**Indemnified Persons**") to the extent directly suffered (excluding consequential or special losses), from and against any and all actions, suits, claims, proceedings, costs, damages, judgments, amounts paid in settlement and expenses (including without limitation reasonable attorneys' fees incurred in connection with investigating, preparing to defend or defending any such claim, action, suit, proceeding, enquiry, liability, damage, whether or not the Indemnified Person is a party thereto, and reasonable disbursements at actual) (collectively, "**Loss**") caused or likely to be caused to the Indemnified Persons relating to or arising out of any breach of the representations, warranties, covenants or agreements herein made by you.

3. Rules & Regulations

You shall comply with the regulations as laid down by the Company from time to time, including the terms set forth in the current version of the IBG LLC Employee Policies and Procedures Manual, as amended in the Company's sole discretion, the IBG Employee Trading Disclosure Policies, and any agreements you enter into in connection with your employment with the Company, for the purpose of maintaining discipline; and, you shall devote your time and effort wholly in the interest and goals of the Company.

4. Whole time Service/Employment

You, being in whole time service/employment of the Company, shall not engage or associate yourself directly or indirectly or in any other manner, whatsoever, in any other post or work part time or pursue any course study without the prior permission of the Company. You shall devote your whole time, attention, and skill to the best of your ability for the business of the Company and shall not undertake any work other than what has been assigned to you. You shall not directly or indirectly be connected with, concerned, employed, or engaged in any

other business or activities whatsoever, without the prior written consent of the Company's Chairman, and shall not accept any emoluments, commission, or honoraria whatsoever from anyone. You represent and warrant that you have the right to enter into this employment agreement and the ability and expertise to efficiently perform the obligations hereunder.

5. Confidentiality

You shall not disclose, divulge, or communicate in any manner, either directly or indirectly any confidential information of the Company, trade secrets or know-how to any person, firm, corporation, association or other entity for any reason or purpose whatsoever. If you do so, the company shall terminate your services with immediate effect and shall initiate a legal action. You shall be liable to pay damage to the company, equivalent to the amount of losses that the company may suffer.

While employed by the Company, you will learn and possess information relating to trade secrets, trading systems and techniques, codes, research and development, the identity of IBG employees, customers, and counterparts, and other proprietary or special information of IBG (collectively "Information"). You understand that due to the global competition in IBG's integrated businesses, knowledge of Information may enable one to gain a competitive advantage from, and cause injury to IBG in any market in which IBG conducts business.

During and after employment, Employee agrees to preserve the confidentiality of all Information; not to record it in any form (except in performance of IBG duties); and not to disclose it to any person at any time. In no event shall any Information be disclosed, whether or not a dispute exists regarding the extent to which Information is generally in the public domain, for a period of five years after conclusion of employment, and without providing IBG's Chairman with 30 days' prior written notice. Upon conclusion of employment, you will not take or retain any recordation of Information and will deliver all copies thereof to IBG's Chairman.

While employed by IBG and for six months after conclusion of employment, you will not directly or indirectly employ, solicit for employment, or otherwise affiliate with; or advise or recommend that any person employ, solicit for employment or otherwise affiliate with any person then, or who was within the then preceding six months, an employee of IBG.

A breach of this agreement will cause immediate, substantial, and irreparable injury to IBG that is not fully compensable by damages. Notwithstanding the arbitral nature of a dispute, in any proceeding concerning this agreement, IBG shall be entitled to obtain equitable relief, including a temporary or preliminary injunction in court, without posting a bond. You represent that the provisions of this agreement, including its time and geographic limits, are reasonable in scope since, among other things: IBG does or intends to do business in a similar fashion in any markets that trade options, equities, futures, currencies, debt, indices or any related products (collectively "Products"); and IBG's activities in each market are likely to be competitively affected by price movements or other activities on all such markets. You represent that: the provisions hereof are fully understood by you; they will not unreasonably restrict you from earning a reasonable livelihood; and they are accepted with independent advice as deemed necessary.

6. Past record and Background/Reference check

Your appointment is being made based on the information and details given by you in the application for Employment. If at any time, any information or detail given by you is found incorrect or false, your services will be liable for termination without any notice, salary in lieu of notice, or compensation. No charge sheet or disciplinary action will be necessary.

Also, please note that your offer/employment is contingent on our receipt of a satisfactory review of your background/reference check. In any event, the results of such background/reference checks are unsatisfactory, the Company may, in its sole discretion, revoke your offer/employment at any time.

7. Company's Property

You shall always maintain in good condition, Company's property which may be given to you for official use during the course of your employment and shall return the same to the Company immediately on relinquishment of your services failing which the cost of the same will be recovered from you by the Company.

8. Intellectual Property.

If at any time during employment under this employment agreement, you make or discover or participate in the making or discovery of any intellectual property rights relating to or capable of being used in the business for the time being carried on by the Company, you shall immediately assign any rights you may have with regard to such

intellectual property rights to the Company and full details of the intellectual property rights shall immediately be communicated by you to the Company, and such intellectual property rights shall belong absolutely to the Company. At the request and expense of the Company, you shall give and supply all such information, data, drawings and assistance as may be requisite to enable the Company to exploit the intellectual property rights to the best advantage, and shall execute all documents and do all things which may be necessary or desirable for obtaining registration or other protection for the intellectual property rights in such parts of the world as may be specified by the Company and for vesting the same in Company or as it may direct

You irrevocably appoint the Company to be your attorney in your name, and on your behalf to sign, execute or make any such instrument, and generally to use your name for the purpose of giving to the Company (or its nominee) the full benefit of the provisions of this Clause 7 and in favour of any third party, a certificate in writing signed by any director or the secretary of Company, that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case.

9. Code of Conduct

IBG prides itself as a company with the highest order of ethical conducts in its dealings with customers, counterparts, agents, and governments. As a part of your employment agreement with the Company, it is important that you fully understand and adhere to this philosophy and the policies governing it. Please read the employee handbook.

10. Non-compete and non-disclosure

You shall, in addition to the general service conditions strictly uphold the confidentiality of all information that you shall be privy to, during the course of employment. You cannot take up similar employment directly or indirectly until at least three (3) months after termination of your employment with the Company; the Company may extend this period for one additional three (3) month period by paying one (1) month's salary to you.

11. Termination of service

Upon confirmation, either party reserves the right to terminate the contract of service by giving the other party one-month prior notice in writing, or one month's salary in lieu of notice period. In case of termination of the contract from your side by a resignation, the Company reserves the right to waive full or part period of the said 'notice period' at its sole discretion with or without your obligation of payment of salary in lieu of the waived off notice period. However, in the event of gross misconduct or commission of a serious breach by you, as listed out in the staff rules/code of conduct, the Company is entitled to terminate your employment with immediate effect without any prior notice. Upon conclusion of employment, you shall consult with the Company on matters related to work performed for the Company for a period equal to three hours per month for each month of employment. This obligation will not continue for more than six months.

12. Governing Law

This Agreement shall be governed in accordance with the laws of India.

Dispute Resolution: In the event of a dispute arising in connection with the validity, interpretation, implementation, or alleged breach, of the employment agreement, either the Company or you may refer the dispute for resolution to a sole arbitrator or in case of disagreement in the appointment of the arbitrator, to three arbitrators, of which each party shall nominate one and the third arbitrator shall be appointed by the said two arbitrators. The arbitration shall take place in Mumbai, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996. All proceedings in any such arbitration shall be conducted in English. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

13. Recovery

The company shall be entitled at any time during your employment, or in any event on termination, to deduct from your compensation hereunder any monies due from you to the company for any reason including but not limited to any outstanding loans, advances, relocation, expenses, training costs, payback amounts, or any other

such deductions which have been agreed between the employer & the employee herein, or which may be made under applicable law.

Acknowledgement and Acceptance of Appointment with the Company

14. Important rules and Conduct:

- You shall always uphold the image of the Company as a professional organization.
- You shall treat all the colleagues, subordinates, clients and service seekers with respect and dignity.
- You shall maintain the confidentiality of all the information that is communicated to you, or, you are privy to, this in no case shall be communicated to any third party outside the Company.
- You cannot use any information, candidate database, client specific information outside your employment or within three years of leaving the Company.
- You shall report your actions on job every day to your reporting authority, as an end of the day report, a continuous failure to do so can lead to termination of employment.
- Other actions that can lead to termination of employment (not limited to) the misuse of any office facilities, embezzlement, defalcation, misuse of company money, harassment (of any form), or any form of misconduct.

I, **Vinay Shelke**, on this date, 20.06.2023, have read and understood the above compensation details, job responsibilities, employment terms and conditions governing my employment with INTERACTIVE BROKERS SOFTWARE SERVICES (INDIA) PRIVATE LIMITED and hereby confirm acceptance of the above-mentioned appointment in totality.

I shall report for work on 03.07.2023.

Place: Navi Mumbai
Date: 20.06.2023

Signature: 
Name: Vinay R Shelke

CONFIDENTIAL

July 29, 2022

Mr. Shibu Mathew

Email id: ccoe8842ecs@gmail.com

Sub: Letter of Intent - Quantiphi Analytics Solutions Private Limited ("Company")

Dear Shibu Mathew,

We are pleased to offer you the position of **Intern - Business Analyst** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company").

Your salary during the course of full-time employment will be **INR 8,50,000/-** annually on a cost to company basis.

Fixed Component	QCDP Reward	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

As a part of your onboarding process, you will undergo a four-month internship ("Virtuverse") with us and thereby leading to confirmation as a full-time employee based on your performance.

'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc.

During the period of internship, you will be paid a fixed amount of INR 23,000/- per month as stipend and all other allowances/benefits will be shared with you by February 2023.

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company.

The Letter of Intent needs to be accepted within 48 hours, else it will be considered as null and void.



Authorized Signatory
Mohini Palchowdhury
(Head - Human Resources)



Agreed and Accepted
Shibu Mathew



Date: November 10, 2022

Ref: LTI/HR/EN3/Campus/2023

Name: Shreedhar

College: Fr. C. Rodrigues College of Engineering, Bandra

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Shreedhar,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on being selected as a **Graduate Engineer Trainee**. This offer is on the following terms and conditions, subject to fulfilling the eligibility criteria (Refer '**Annexure 1**') and a successful background check.

1. During the training period (includes classroom and on the job training) of 3 months, your Stipend including all benefits will be **Rs. 30000 pm**.
2. All payments made to you would be subject to deduction of applicable taxes at source (TDS).Your remuneration is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever, except with the prior consent of the Company.
3. You will also be issued a detailed Letter of Appointment as Graduate Engineer Trainee subject to you meeting the eligibility criteria as mentioned in '**Annexure-1**'. Your appointment is in accordance with the Apprentices Act, 1961.
4. **Documents** - Your offer is subject to you submitting all the mandatory documents at the time of joining. (Refer '**Annexure-2**')
5. **Background Verification** - As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your educational / professional credentials and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, this offer shall stand withdrawn, apart from other legal action being initiated against you.
6. If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this **Graduate Engineer Trainee Offer Letter** on the **CampBuzz Portal** (<https://campbuzz.ltinfotech.com>) and register your credentials therein within seven (7) days from the date of this letter.

If you do not register your credentials within the above period on the Company portal and accept the offer on the portal within (7) days, the aforesaid offer automatically stands cancelled. Post registration on the above portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.

7. You are required to register yourself as an apprentice on the apprenticeship portal <http://www.mhrdnats.gov.in> within [7] days from the date of this offer or once your final semester is completed as applicable.



8. You may be confirmed in 3 months from the effective start date of your employment with the Company. During this period, a prior notice of 7 days shall be applicable, in case of voluntary resignation by the employee. Your employment with LTI will be terminated without any notice or stipend or compensation in lieu of notice in the below circumstances, which you agree are reasonable and acceptable:
 - Failing to meet the qualification criteria during the Training Program assessments
 - Unauthorized absence during the Training Program
 - Integrity and other disciplinary expectations
9. All Annexures appended herewith shall form an integral part of this letter.
10. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.
11. The terms and conditions mentioned above are subject to change at any time at sole discretion of the Company and as per business demands without prior notice.
12. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.
13. Post successful completion of 3 months and subject to joining the Company, your annual CTC including all benefits will be as per the details mentioned in '**Annexure-3**'.
14. As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining the Company. You are therefore requested to complete the Company training which will be communicated to you separately. Company has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings are critical and the outcomes would have a direct impact on your onboarding.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For LTI Ltd.

Thiagu Dharmalingam
Senior Manager -Talent Acquisition

I have read the letter and accept the same.

Signature and Date

ANNEXURE-1

Eligibility Criteria for Engineering - Year 2023 Batch		
Qualification:	B.E./B.Tech.	M.E./M.Tech/MCA/M.SC
Branches:	All Branches	M.E./M.Tech(All branches) MCA, M.Sc (five-year integrated CS/IT)
Age Criteria: As on 1st July of Passing year (2023)	Less than 24 years	Less than 26 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma which should not be more than 2 years. No Year drop allowed.	
SSC, HSC Percentages/CGPA:	60% & Above OR Equivalent CGPA	
	NOTE: <ul style="list-style-type: none"> SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only. For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration. 	
Diploma/Graduation Percentage/CGPA :	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA	
	<ul style="list-style-type: none"> For the interview process, an aggregate of 60% & above <u>till the results of the last conducted examination</u> will be considered Aggregate of 60% & above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule) Conversion from CGPA into Percentage must be calculated as per your respective University norms Provisional/Passing Certificate must state First Class 	
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation, Post Graduation)	<ul style="list-style-type: none"> No active/live backlogs allowed at the time of the interview process All backlogs (if any) must be cleared <u>with the final semester exams</u> All final semester subjects <u>must be attempted and cleared in the First Attempt</u> (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course) Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear. 	
Nature of Course:	All Full Time courses Only	
Year of Passing:	(2023) SUMMER Pass outs Only	
Citizenship:	Resident Indian Citizens Only	
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY	
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence	
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at the time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS	
Training phase:	The period of training (classroom/virtual) and the subsequent technology & communication tracks assigned for training are purely subjected to the business requirements. Non-performance during technical & communication trainings/on the job phase is subjected to separation from the organization	
Flexibility:	Should be flexible to work in any technology/work-shift/domain and work from any development center/partner premise/customer location as per business needs	
Cooling Period:	Should NOT have appeared for any LTI interview process anywhere in the past 6 months from the date of my interview process.(If found so, LTI may take immediate action and cancel the candidature at ANY stage)	
Eligibility for Maternity Leave:	As per the Maternity Benefit Act, 1961, employee would be entitled for maternity leave if she has worked for a minimum of 80 days in the organization in the twelve months immediately preceding the date of her expected date of delivery	



Self-Declaration:

1. You should meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. LTI may take immediate action at any time during or after the Interview/Selection/Joining if found hiding any information/involved in any sort of malpractices/producing incorrect information or not meeting all the criteria mentioned above.
3. This recruitment process is completely free of cost.

Candidate Signature: _____

Name: _____

Institute Name: _____

Mobile No: _____



ANNEXURE-2

Please bring along with you the following documents in original and one copy of the same.

- A. Duly acknowledged copy of the Graduate Engineer Trainee Offer Letter.
- B. Non-Disclosure Agreement.
- C. Two copies of your recent passport size photograph with white background.

Attested copies of the following are required:

- 1. Proof of age.
- 2. SSC/HSC or equivalent examination mark sheets.
- 3. Diploma / Degree mark sheets for all the Semesters/Years.
- 4. Passport first & last page.
- 5. Four wheeler Driving License.
- 6. Pan card.
- 7. Aadhar card.

You are requested to note that our offer is subject to submitting the above documents.

ANNEXURE-3

Name : Shreedhar Date : November 10, 2022

Salary Grade : P1

Components	INR. (p.a.)	INR. (p.m.)
Basic	180000	15000
Bouquet of Benefits	264180	22015
Bonus	21000	1750
Base Salary (p.a.)	465180	38765
Annual Incentive	0	
Total Variable (p.a.)	0	
TTC(p.a.)	465180	
PF	21600	1800
Gratuity	8658	722
Mediclaime Premium(p.a)	12929	1077
Retirals & Other Benefits(p.a)	43187	3598
Cost to Company (CTC)	508367	42363

Medical Insurance Premium:

The Group Mediclaime Policy of Company covers Employee, Spouse & upto 3 dependent children (below 25 yrs of age). Coverage limits are as per company policy.

You would also be eligible to be covered under the Voluntary Group Term Life and Group Accident Insurance policy as per the company policy.

Notes:

- 1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2) Bouquet of Benefits* /Flexi Pay consists of Flexi-components which may include HRA, Conveyance, LTA, Meal Allowance and Adhoc allowance.
- 3) H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 4) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
- 5) Gratuity payment shall be as per "Payment of Gratuity Act, 1972".
- 6) Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.



Date: November 10, 2022

Ref: LTI/HR/EN9/Campus/2023

Name: Spandan Thakor

College: Fr. C. Rodrigues College of Engineering, Bandra

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Spandan Thakor,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on being selected as a **Graduate Engineer Trainee**. This offer is on the following terms and conditions, subject to fulfilling the eligibility criteria (Refer '**Annexure 1**') and a successful background check.

1. During the training period (includes classroom and on the job training) of 3 months, your Stipend including all benefits will be **Rs. 25000 pm**.
2. All payments made to you would be subject to deduction of applicable taxes at source (TDS).Your remuneration is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever, except with the prior consent of the Company.
3. You will also be issued a detailed Letter of Appointment as Graduate Engineer Trainee subject to you meeting the eligibility criteria as mentioned in '**Annexure-1**'. Your appointment is in accordance with the Apprentices Act, 1961.
4. **Documents** - Your offer is subject to you submitting all the mandatory documents at the time of joining. (Refer '**Annexure-2**')
5. **Background Verification** - As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your educational / professional credentials and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, this offer shall stand withdrawn, apart from other legal action being initiated against you.
6. If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this **Graduate Engineer Trainee Offer Letter** on the **CampBuzz Portal** (<https://campbuzz.ltinfotech.com>) and register your credentials therein within seven (7) days from the date of this letter.

If you do not register your credentials within the above period on the Company portal and accept the offer on the portal within (7) days, the aforesaid offer automatically stands cancelled. Post registration on the above portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.

7. You are required to register yourself as an apprentice on the apprenticeship portal <http://www.mhrdnats.gov.in> within [7] days from the date of this offer or once your final semester is completed as applicable.



8. You may be confirmed in 3 months from the effective start date of your employment with the Company. During this period, a prior notice of 7 days shall be applicable, in case of voluntary resignation by the employee. Your employment with LTI will be terminated without any notice or stipend or compensation in lieu of notice in the below circumstances, which you agree are reasonable and acceptable:
 - Failing to meet the qualification criteria during the Training Program assessments
 - Unauthorized absence during the Training Program
 - Integrity and other disciplinary expectations
9. All Annexures appended herewith shall form an integral part of this letter.
10. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.
11. The terms and conditions mentioned above are subject to change at any time at sole discretion of the Company and as per business demands without prior notice.
12. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.
13. Post successful completion of 3 months and subject to joining the Company, your annual CTC including all benefits will be as per the details mentioned in '**Annexure-3**'.
14. As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining the Company. You are therefore requested to complete the Company training which will be communicated to you separately. Company has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings are critical and the outcomes would have a direct impact on your onboarding.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For LTI Ltd.

Thiagu Dharmalingam
Senior Manager -Talent Acquisition

I have read the letter and accept the same.

Signature and Date

ANNEXURE-1

Eligibility Criteria for Engineering - Year 2023 Batch	
Qualification:	B.E./B.Tech. M.E./M.Tech/MCA/M.SC
Branches:	All Branches M.E./M.Tech(All branches) MCA, M.Sc (five-year integrated CS/IT)
Age Criteria: As on 1st July of Passing year (2023)	Less than 24 years Less than 26 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma which should not be more than 2 years. No Year drop allowed.
SSC, HSC Percentages/CGPA:	60% & Above OR Equivalent CGPA NOTE: <ul style="list-style-type: none"> SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only. For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.
Diploma/Graduation Percentage/CGPA :	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA <ul style="list-style-type: none"> For the interview process, an aggregate of 60% & above <u>till the results of the last conducted examination</u> will be considered Aggregate of 60% & above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule) Conversion from CGPA into Percentage must be calculated as per your respective University norms Provisional/Passing Certificate must state First Class
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation, Post Graduation)	<ul style="list-style-type: none"> No active/live backlogs allowed at the time of the interview process All backlogs (if any) must be cleared <u>with the final semester exams</u> All final semester subjects <u>must be attempted and cleared in the First Attempt</u> (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course) Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear.
Nature of Course:	All Full Time courses Only
Year of Passing:	(2023) SUMMER Pass outs Only
Citizenship:	Resident Indian Citizens Only
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at the time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS
Training phase:	The period of training (classroom/virtual) and the subsequent technology & communication tracks assigned for training are purely subjected to the business requirements. Non-performance during technical & communication trainings/on the job phase is subjected to separation from the organization
Flexibility:	Should be flexible to work in any technology/work-shift/domain and work from any development center/partner premise/customer location as per business needs
Cooling Period:	Should NOT have appeared for any LTI interview process anywhere in the past 6 months from the date of my interview process.(If found so, LTI may take immediate action and cancel the candidature at ANY stage)
Eligibility for Maternity Leave:	As per the Maternity Benefit Act, 1961, employee would be entitled for maternity leave if she has worked for a minimum of 80 days in the organization in the twelve months immediately preceding the date of her expected date of delivery



Self-Declaration:

1. You should meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. LTI may take immediate action at any time during or after the Interview/Selection/Joining if found hiding any information/involved in any sort of malpractices/producing incorrect information or not meeting all the criteria mentioned above.
3. This recruitment process is completely free of cost.

Candidate Signature: _____

Name: _____

Institute Name: _____

Mobile No: _____



ANNEXURE-2

Please bring along with you the following documents in original and one copy of the same.

- A. Duly acknowledged copy of the Graduate Engineer Trainee Offer Letter.
- B. Non-Disclosure Agreement.
- C. Two copies of your recent passport size photograph with white background.

Attested copies of the following are required:

- 1. Proof of age.
- 2. SSC/HSC or equivalent examination mark sheets.
- 3. Diploma / Degree mark sheets for all the Semesters/Years.
- 4. Passport first & last page.
- 5. Four wheeler Driving License.
- 6. Pan card.
- 7. Aadhar card.

You are requested to note that our offer is subject to submitting the above documents.

ANNEXURE-3

Name : Spandan Thakor Date : November 10, 2022

Salary Grade : P1

Components	INR. (p.a.)	INR. (p.m.)
Basic	180000	15000
Bouquet of Benefits	162180	13515
Bonus	21000	1750
Base Salary (p.a.)	363180	30265
Annual Incentive	0	
Total Variable (p.a.)	0	
TTC(p.a.)	363180	
PF	21600	1800
Gratuity	8658	722
Mediclaime Premium(p.a)	12929	1077
Retirals & Other Benefits(p.a)	43187	3598
Cost to Company (CTC)	406367	33863

Medical Insurance Premium:

The Group Mediclaime Policy of Company covers Employee, Spouse & upto 3 dependent children (below 25 yrs of age). Coverage limits are as per company policy.

You would also be eligible to be covered under the Voluntary Group Term Life and Group Accident Insurance policy as per the company policy.

Notes:

- 1)Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2)Bouquet of Benefits* /Flexi Pay consists of Flexi-components which may include HRA,Conveyance,LTA,MealAllowance and Adhoc allowance.
- 3) H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 4)The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
- 5) Gratuity payment shall be as per "Payment of Gratuity Act, 1972".
- 6)Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.



Offer: Computer Consultancy
Ref: TCSL/DT20222781613/Mumbai
Date: 22/09/2022

Mr. Mayur Mangesh Gurav
413, Tamanna Apartment Virar Road,
Laxmi Nagar,
Nallasopara-401209,
Maharashtra.
Tel# -

Dear Mayur Mangesh Gurav,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto ₹60,000 over and above your CTC during the first year. The Learning Incentive pay outs made as per your eligibility are recoverable, if you cease to be employed with TCSL, within 12 months of joining TCSL.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.



12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

This contract of traineeship in TCS and subsequent employment post successful completion of your traineeship is terminable by you by giving 90 days notice in writing. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily serve the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion in the interest of business.

i. This contract of traineeship and subsequent employment post successful completion of your traineeship may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

ii. Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by TCS at its sole discretion having regard to the responsibilities shouldered by you while being in the employment of TCS and business continuity.



16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

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- address affidavits etc.)
- Passport / Acknowledgement letter of passport application
 - Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
 - 4 passport sized photographs
 - Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
 - An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
 - If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.



22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.



(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

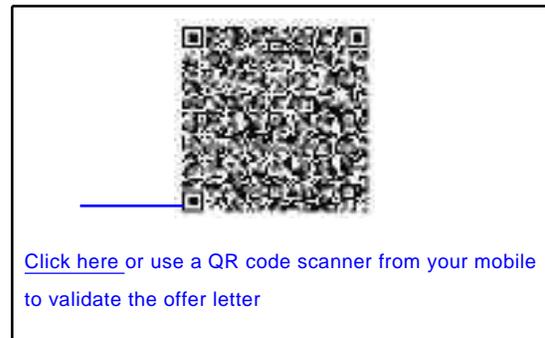
Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

TCS Confidential
TCSL/DT20222781613

13

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

Page 810 of 941



GROSS SALARY SHEET

Annexure 1

Name	Mayur Mangesh Gurav
Designation	Assistant System Engineer-Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

<p>Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES-SEZ,Plot # 41, Gandhinagar - 382007.</p>	<p>Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka</p>
<p>BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue- Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024</p>	<p>Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119</p>
<p>DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana</p>	<p>DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP</p>
<p>Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFI House,G.S. Road, Dispur,Guwahati - 781006,Assam</p>	<p>Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad</p>
<p>INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES-SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh</p>	<p>KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - 11F/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords</p>
<p>KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark, Kakkanad, Kerala 682042</p>	<p>MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606</p>
<p>NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441106,</p>	<p>PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra</p>
<p>Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepal Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India</p>	



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. **Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

13 June 2023

Mayur Mangesh Gurav
413,tamanna Apt.

Dear **Mayur** ,

Subject: **Offer of employment.**

We are pleased to offer you an appointment in our organization as **Developer** in **Band - VB** and your initial posting will be at location **Mumbai - Vikhroli** in **Technology** vertical.

The proposed remuneration and benefits for the position offered are enclosed.

This offer of employment is subject to:

- A) Verification of the documents / references submitted by you to the Company
- B) Your acceptance of the offer along with the terms and conditions.

In case of acceptance, you are required to join us latest by **16 June 2023** , failing which the offer shall stand withdrawn automatically, unless otherwise communicated to you in writing.

Please sign and return duplicate copy of this letter in token of your acceptance within seven days from the date of offer.

We welcome you and wish you a long and successful career with us.

With Best Wishes,

Yours sincerely,

For ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED

Pallavi Ninad Khot

Talent Acquisition Manager

ACKNOWLEDGEMENT

I have read all the terms and conditions of the offer of employment and would like to confirm my acceptance.

Signature: _____

Place: _____

Date: _____

Name	Mayur Mangesh Gurav	
Designation	Developer	
Band	VB	
Department	Technology	
Location	Mumbai - Vikhroli	
Payroll	Rs. (Per Month)	Rs. (Per Annum)
Base Pay	10,125.00	121,500.00
HRA	5,063.00	60,750.00
Personal Pay	19,211.00	230,526.00
Statutory Bonus	1,400.00	16,800.00
Provident Fund (Employer)	1,215.00	14,580.00
Gratuity	487.00	5,844.00
ESIC (Employer)	0.00	0.00
Gross Fixed Salary	37,500.00	450,000.00
Company contribution towards Provident Fund, Gratuity, ESIC and/or any other statutory benefit is in accordance with the applicable laws from time to time.		
Performance bonus, as per policies and conditions prevalent from time to time.		

Note:

- The above mentioned gross fixed salary does not include Mobile and Business travel conveyance expenses as well as Health insurance, Life Insurance and Group (Personal) Accident Insurance (which would be applicable as per the prevalent Scheme of the Company).
- The present designation is subject to change depending upon work assignment from time to time.

- Your compensation can be restructured at any time protecting the gross salary.

OFFER LETTER

14th October 2022

Mr. Abhishek Athani

Dear Abhishek,

Subsequent to your interview with us, we are pleased to offer you a position of **Trainee Software Developer** in the company. Your joining date with us will be on or before **3rd July 2023**. Your initial place of posting will be at our development centre at **Powai Mumbai**.

The other terms and conditions of your offer will be as per Annexure I and II.

With Regards

Yours sincerely

For C2L BIZ Solutions Private Limited

LALAN
BHAVESH
LILADHAR

Digitally signed
by LALAN
BHAVESH
LILADHAR
Date: 2022.10.14
18:37:44 +05'30'

Bhavesh Lalan
Director

Encl: As stated above

C2L BIZ Solutions Pvt. Ltd.

Corporate Office :
Unit No. 119, 15th Floor, 'B' Wing, Solaris-1,
Saki Vihar Road, Andheri (East), Mumbai 400 072. India
+91 22 4263 0400 (0)

Registration No.
U72900MH2007PTC175935

www.c2lbiz.com

Registered Office :
Unit No. 505, 5th Floor, ATL Corporate Park,
Saki Vihar Road, Opp. L&T Gate No. 7,
Andheri (East), Mumbai - 400 072.

Mr. Abhishek Athani

Salary Break-up

details

Salary Component	Amount (monthly in Rs)	Amount (annual monthly in Rs)
Basic	10,450	1,25,400
HRA	5,225	62,700
Special allowance	8,360	1,00,320
Conveyance	1,600	19,200
Medical allowance	1,250	15,000
Child Education allowance	200	2,400
Gross Total	27,085	3,25,020
Other Benefits (Annual)		
*Provident Fund (company contribution)		21,600
Health Insurance Premium		7,500
Gratuity		6,029
CTC Total (Annual)		3,60,149

* Provident Fund will be deducted as Rs.1800/- per month from your monthly gross. An equal amount will be contributed by the organization towards the PF.

** This offer is conditional upon you completing your BE degree and securing a first class.

Other Deductions:

- Income Tax deductions as per applicable.
- Professional Tax @ Rs 200/- per month

LALAN BHAVESH
LILADHAR

Digitally signed by LALAN
BHAVESH LILADHAR
Date: 2022.10.14 18:38:07
+05'30'

Bhavesh Lalan

Director

Ingram Micro India SSC Private Limited
CIN: U51101MH2012PTC237694
Registered Office:
Unit No. 202, Second Floor, Akruti Corporate Park, LBS Marg,
Next to GE Gardens, Kanjur Marg (West), Mumbai 400078

Tel+ 91-22-39894645
Fax +91-22-30561000

Date:

To,

Ms. ARPITA KAR
MUMBAI

Sub: Letter of Engagement

Dear

We are pleased to inform you that based on the technical evaluation and panel interviews, you have been selected for the position of "Trainee Software Developer" at Ingram Micro. The Compensation details is set out in Annexure A. This is subject to normal applicable standard deductions as per Company's policies.

You would be under probation for 1 year following the commencement of employment. Your confirmation at the end of the probation period is subject to successful completion of your performance review.

Please note that the company believes in 'Re-engineering' as a continuous process, and therefore, designations, responsibilities and location are subject to modifications in line with the business objectives.

A detailed offer letter will be provided on completion of required documentations prior to your date of joining.

Please sign a copy of this letter as your acceptance and return the same to us.

We look forward to welcome you at INGRAM MICRO!

For Ingram Micro India SSC Pvt. Ltd.


Lakshmi Vellore
HR Lead

Date:
Name:
Signature:

Ingram Micro India SSC Private Limited
CIN: U51101MH2012PTC237694

Tel+ 91-22-39894645
Fax +91-22-30561000

Registered Office:
Unit No. 202, Second Floor, Akurati Corporate Park, LBS Marg,
Next to GE Gardens, Kanjur Marg (West), Mumbai 400078

ANNEXURE 'A'		
Components	Monthly Compensation	Annual Compensation
Basic	23062	276744
HRA	11531	138372
Personal Pay	6919	83028
LTA	4612	55344
Fixed Compensation (A)**	46124	553488
Employer Provident Fund Contribution	2767	33204
Gratuity ^a	1109	13308
Total Retirals (C)	3876	46512
Total Compensation (TAC)	50000	600000
Cost to Company (CTC) - (A+B+C)		

Bills/Supporting to be produced to avail tax exemption, subject to IT rules

**Income Tax and P.T deductions as applicable

^aGratuity as per The Gratuity Act 1972

For Ingram Micro India SSC Pvt. Ltd.


Lakshmi Vellore
HR Lead

Date:
Name:
Signature:

OFFER LETTER

14th October 2022

Mr. Siddharth Mhade

Dear Siddharth,

Subsequent to your interview with us, we are pleased to offer you a position of **Trainee Software Developer** in the company. Your joining date with us will be on or before **3rd July 2023**. Your initial place of posting will be at our development centre at **Powai Mumbai**.

The other terms and conditions of your offer will be as per Annexure I and II.

With Regards

Yours sincerely

For C2L BIZ Solutions Private Limited

LALAN
BHAVESH
LILADHAR

Digitally signed
by LALAN
BHAVESH
LILADHAR
Date: 2022.10.14
18:40:21 +05'30'

Bhavesh Lalan
Director

Encl: As stated above

C2L BIZ Solutions Pvt. Ltd.

Corporate Office :
Unit No. 119, 15th Floor, 'B' Wing, Solaris-1,
Saki Vihar Road, Andheri (East), Mumbai 400 072. India
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www.c2lbiz.com

Registered Office :
Unit No. 505, 5th Floor, ATL Corporate Park,
Saki Vihar Road, Opp. L&T Gate No. 7,
Andheri (East), Mumbai - 400 072.

Mr. Siddharth Mhade

Salary Break-up

details

Salary Component	Amount (monthly in Rs)	Amount (annual monthly in Rs)
Basic	10,450	1,25,400
HRA	5,225	62,700
Special allowance	8,360	1,00,320
Conveyance	1,600	19,200
Medical allowance	1,250	15,000
Child Education allowance	200	2,400
Gross Total	27,085	3,25,020
Other Benefits (Annual)		
*Provident Fund (company contribution)		21,600
Health Insurance Premium		7,500
Gratuity		6,029
CTC Total (Annual)		3,60,149

* Provident Fund will be deducted as Rs.1800/- per month from your monthly gross. An equal amount will be contributed by the organization towards the PF.

** This offer is conditional upon you completing your BE degree and securing a first class.

Other Deductions:

- Income Tax deductions as per applicable.
- Professional Tax @ Rs 200/- per month

LALAN BHAVESH
LILADHAR

Digitally signed by LALAN
BHAVESH LILADHAR
Date: 2022.10.14 18:40:32
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Bhavesh Lalan

Director

13 June 2023

Darshal Mahesh Parmar
A/203, Shree Digvijay Chs Ltd, Cabin Cross Road

Dear **Darshal** ,

Subject: **Offer of employment.**

We are pleased to offer you an appointment in our organization as **Developer** in **Band - VB** and your initial posting will be at location **Mumbai - Vikhroli** in **Technology** vertical.

The proposed remuneration and benefits for the position offered are enclosed.

This offer of employment is subject to:

- A) Verification of the documents / references submitted by you to the Company
- B) Your acceptance of the offer along with the terms and conditions.

In case of acceptance, you are required to join us latest by **16 June 2023** , failing which the offer shall stand withdrawn automatically, unless otherwise communicated to you in writing.

Please sign and return duplicate copy of this letter in token of your acceptance within seven days from the date of offer.

We welcome you and wish you a long and successful career with us.

With Best Wishes,

Yours sincerely,

For ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED

Pallavi Ninad Khot

Talent Acquisition Manager

ACKNOWLEDGEMENT

I have read all the terms and conditions of the offer of employment and would like to confirm my acceptance.

Signature: _____

Place: _____

Date: _____

Name	Darshal Mahesh Parmar	
Designation	Developer	
Band	VB	
Department	Technology	
Location	Mumbai - Vikhroli	
Payroll	Rs. (Per Month)	Rs. (Per Annum)
Base Pay	10,125.00	121,500.00
HRA	5,063.00	60,750.00
Personal Pay	19,211.00	230,526.00
Statutory Bonus	1,400.00	16,800.00
Provident Fund (Employer)	1,215.00	14,580.00
Gratuity	487.00	5,844.00
ESIC (Employer)	0.00	0.00
Gross Fixed Salary	37,500.00	450,000.00
Company contribution towards Provident Fund, Gratuity, ESIC and/or any other statutory benefit is in accordance with the applicable laws from time to time.		
Performance bonus, as per policies and conditions prevalent from time to time.		

Note:

- The above mentioned gross fixed salary does not include Mobile and Business travel conveyance expenses as well as Health insurance, Life Insurance and Group (Personal) Accident Insurance (which would be applicable as per the prevalent Scheme of the Company).
- The present designation is subject to change depending upon work assignment from time to time.

- Your compensation can be restructured at any time protecting the gross salary.



Date: November 17, 2022

Ref: LTI/HR/EN9/Campus/2023

Name: Swen

College: Fr. C. Rodrigues College of Engineering, Bandra

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Swen,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on being selected as a **Graduate Engineer Trainee**. This offer is on the following terms and conditions, subject to fulfilling the eligibility criteria (refer **Annexure 1**) and a successful background check

1. During the training period (includes classroom and on the job training) of 3 months, your Stipend including all benefits will be **Rs. 25000** pm.
2. All payments made to you would be subject to deduction of applicable taxes at source (TDS). Your remuneration is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever, except with the prior consent of the Company.
3. You will also be issued a detailed Letter of Appointment as Graduate Engineer Trainee subject to you meeting the eligibility criteria as mentioned in **Annexure-1**. Your appointment is in accordance with the Apprentices Act, 1961.
4. **Documents** - Your offer is subject to you submitting all the mandatory documents at the time of joining. (Refer **Annexure-2**)
5. **Background Verification** - As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your educational / professional credentials and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, this offer shall stand withdrawn, apart from other legal action being initiated against you.
6. If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this **Graduate Engineer Trainee Offer Letter** on the **CampBuzz Portal** (<https://campbuzz.ltinfnotech.com>) and register your credentials therein within seven (7) days from the date of this letter.

If you do not register your credentials within the above period on the Company portal and accept the offer on the portal within (7) days, the aforesaid offer automatically stands cancelled. Post registration on the above portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.

7. You are required to register yourself as an on the apprenticeship portal <http://www.mhrdnats.gov.in> within [7] days from the date of this offer or once your final semester is completed as applicable.



8. You may be confirmed in 3 months from the effective start date of your employment with the Company. During this period, a prior notice of 7 days shall be applicable, in case of voluntary resignation by the employee. Your employment with LTI will be terminated without any notice or stipend or compensation in lieu of notice in the below circumstances, which you agree are reasonable and acceptable:
 - Failing to meet the qualification criteria during the Training Program assessments
 - Unauthorized absence during the Training Program
 - Integrity and other disciplinary expectations
9. All Annexures appended herewith shall form an integral part of this letter.
10. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.
11. The terms and conditions mentioned above are subject to change at any time at sole discretion of the Company and as per business demands without prior notice
12. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.
13. Post successful completion of 3 months and subject to joining the Company, your annual CTC including all benefits will be as per the details mentioned in '**Annexure-3**'.
14. As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining the Company. You are therefore requested to complete the Company training which will be communicated to you separately. Company has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings are critical and the outcomes would have a direct impact on your onboarding.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,
For LTI Ltd.

Thiagu Dharmalingam
Senior Manager -Talent Acquisition

Signature and Date

ANNEXURE-1

Eligibility Criteria for Engineering - Year2023 Batch		
Qualification	B.E./B.Tech.	M.E./M.Tech/MCA/M.Sc
Branches:	All Branches	M.E./M.Tech(All branches) MCA, M.Sc (five-year integrated CS/IT)
Age Criteria: As on 1st July of Passing year (2023)	Less than 24 years	Less than 26 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma which should not be more than 2 years. No Year drop allowed.	
SSC, HSC Percentages/CGPA:	60% & Above OR Equivalent CGPA	
Diploma/Graduation Percentage/CGPA:	NOTE:	
	<ul style="list-style-type: none"> SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. For Diploma holders, final semester should have cleared in FIRST ATTEMPT only. For candidates pursuing HSC and Diploma(both), marks scored in the Diploma course will be taken into consideration. 	
	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA	
	<ul style="list-style-type: none"> For the interview process, an aggregate of 60% & above <u>till the results of the last conducted examination</u> will be considered. Aggregate of 60% & above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results 	
	<ul style="list-style-type: none"> Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule) Conversion from CGPA into Percentage must be calculated as per your respective University norms Provisional/Passing Certificate must state First Class 	
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation)	<ul style="list-style-type: none"> No active/live backlogs allowed during the interview process All backlogs (if any) must be cleared with the final semester exams All final semester subjects must be attempted and cleared in the First Attempt (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course) 	
	<ul style="list-style-type: none"> Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear. 	
Nature of Course:	All Full Time courses Only	
Year of Passing:	2023 SUMMER Pass outs Only	
Citizenship:	Resident Indian Citizens Only	
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY	
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence	
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at the time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS	
Training phase:	The period of training (classroom/virtual) and the subsequent technology & communication tracks assigned for training are purely subjected to the business requirements. Non-performance during technical & communication trainings/on the job phase is subjected to separation from the organization	
Flexibility:	Should be flexible to work in any technology/work-shift/domain and work from any development center/partner premise/customer location as per business needs	
Cooling Period:	Should NOT have appeared for any LTI interview process anywhere in the past 6 months from the date of my interview process.(If found so, LTI may take immediate action and cancel the candidature at ANY stage)	
Eligibility for Maternity Leave:	As per the Maternity Benefit Act, 1961, employee would be entitled for maternity leave if she has worked for a minimum of 80 days in the organization in the twelve months immediately preceding the date of her expected date of delivery	

Self Declaration :

1. You should meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. LTI may take immediate action at any time during or after the Interview/Selection/Joining if found hiding any information/involved in any sort of malpractices/producing incorrect information or not meeting all the criteria mentioned above.
3. This recruitment process is completely free of cost.

Candidate Signature:



Name:

Swen

Institution Name:

Fr. C. Rodrigues College of Engineering, Bandra

Mobile No:

7276960683

ANNEXURE-2

Please bring along with you the following documents in original and one copy of the same.

- A. Duly acknowledged copy of the Graduate Engineer Trainee Offer Letter.
- B. Non-Disclosure Agreement.
- C. Two copies of your recent passport size photograph with white background.

Attested copies of the following are required:

- 1. Proof of age.
- 2. SSC/HSC or equivalent examination mark sheets.
- 3. Diploma / Degree mark sheets for all the Semesters/Years.
- 4. Passport first & last page.
- 5. Four wheeler Driving License.
- 6. Pan card.
- 7. Aadhar card.

You are requested to note that our offer is subject to submitting the above documents.

ANNEXURE-3		
Name : Swen		Date : November 17, 2022
Salary Grade : P1		
Components	INR. p.a.	INR. p.m.
Basic	180000	15,000
Bouquet of Benefits	162180	13515
Bonus	21000	1750
Base Salary (p.a.)	363180	30265
Annual Incentive (p.a.)	0	
Total Variable (p.a.)	0	
TTC (p.a.)	363180	
PF	21600	1800
Gratuity	8658	722
Mediclaime Premium (p.a.)	12929	1077
Retirals & Other Benefits (p.a.)	43187	3598
Cost to Company (CTC)	406367	33863

Medical Insurance Premium:

The Group Mediclaime Policy of Company covers Employee, Spouse & upto 3 dependent children (below 25 yrs of age). Coverage limits are as per company policy

You would also be eligible to be covered under the Voluntary Group Term Life and Group Accident Insurance policy as per the company policy.

Notes:

- 1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2) Bouquet of Benefits* /Flexi Pay consists of Flexi-components which may include HRA, Conveyance, LTA, Meal Allowance and Adhoc allowance.
- 3) H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 4) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
- 5) Gratuity payment shall be as per "Payment of Gratuity Act, 1972".
- 6) Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.
- Any or all the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.



To,
Mr. Atharva Anant Belnekar
120/77, Worli BDD Chawl,
SS Amrutwar Road, Near Subhash
Maidan, Worli, Mumbai-400018

Date: 30th August, 2023
Ref. No. HR-NN-TE/052F

Dear Mr. Belnekar,

This has reference to your application and subsequent discussions you had with us, we are pleased to offer you the position of **“Trainee (Buyer)”** in our organization as per the terms and conditions agreed with you, provided you are found medically fit by our Company’s doctor.

The letter of appointment detailing the terms and conditions will be issued to you on your joining our organization. You would endeavor to join duties at the earliest but in any case, not later than **“11th September, 2023”**. **Your work location will be Malad.**

Please sign and return the copy of this letter as a token of acceptance of the aforesaid terms and conditions.

We welcome you and wish to have a longer association with TCMPL.

You are advised to bring following documents at the time of joining.

1. Proof of date of birth
2. Testimonials
3. Relieving letter of previous company
4. Proof of salary drawn from previous employer
5. Photocopy of passport
6. Photocopy of PAN card.
7. Photocopy of Aadhaar Card.
8. Colored photographs (White Background-In Formal Attire) (5 Nos. PP Size)

Thanking you,

Yours faithfully,
For TECNIMONT PVT. LTD.



Digitally signed by: Nitin
Narvekar
DN: CN = Nitin Narvekar email
= n.narvekar@tecnimont.in C =
IN O = Tecnimont Pvt. Ltd. OU
= HR
Date: 2023.08.30 17:43:19 +
05'30'

Nitin Narvekar
Sr. General Manager - HR

Tecnimont Private Limited

Tecnimont House,
Chincholi Bunder, 504, Link Road, Malad
(W)
Mumbai 400064 - India
P +91 22 6694 5555
F +91 22 6694 5599

CIN : U74140MH1958PTC013544

www.tecnimont.it



Date: November 10, 2022

Ref: LTI/HR/EN9/Campus/2023

Name: Brendan Fernandes

College: Fr. C. Rodrigues College of Engineering, Bandra

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Brendan Fernandes,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on being selected as a **Graduate Engineer Trainee**. This offer is on the following terms and conditions, subject to fulfilling the eligibility criteria (Refer '**Annexure 1**') and a successful background check.

1. During the training period (includes classroom and on the job training) of 3 months, your Stipend including all benefits will be **Rs. 25000 pm**.
2. All payments made to you would be subject to deduction of applicable taxes at source (TDS).Your remuneration is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever, except with the prior consent of the Company.
3. You will also be issued a detailed Letter of Appointment as Graduate Engineer Trainee subject to you meeting the eligibility criteria as mentioned in '**Annexure-1**'. Your appointment is in accordance with the Apprentices Act, 1961.
4. **Documents** - Your offer is subject to you submitting all the mandatory documents at the time of joining. (Refer '**Annexure-2**')
5. **Background Verification** - As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your educational / professional credentials and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, this offer shall stand withdrawn, apart from other legal action being initiated against you.
6. If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this **Graduate Engineer Trainee Offer Letter** on the **CampBuzz Portal** (<https://campbuzz.ltinfotech.com>) and register your credentials therein within seven (7) days from the date of this letter.

If you do not register your credentials within the above period on the Company portal and accept the offer on the portal within (7) days, the aforesaid offer automatically stands cancelled. Post registration on the above portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.

7. You are required to register yourself as an apprentice on the apprenticeship portal <http://www.mhrdnats.gov.in> within [7] days from the date of this offer or once your final semester is completed as applicable.



8. You may be confirmed in 3 months from the effective start date of your employment with the Company. During this period, a prior notice of 7 days shall be applicable, in case of voluntary resignation by the employee. Your employment with LTI will be terminated without any notice or stipend or compensation in lieu of notice in the below circumstances, which you agree are reasonable and acceptable:
 - Failing to meet the qualification criteria during the Training Program assessments
 - Unauthorized absence during the Training Program
 - Integrity and other disciplinary expectations
9. All Annexures appended herewith shall form an integral part of this letter.
10. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.
11. The terms and conditions mentioned above are subject to change at any time at sole discretion of the Company and as per business demands without prior notice.
12. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.
13. Post successful completion of 3 months and subject to joining the Company, your annual CTC including all benefits will be as per the details mentioned in '**Annexure-3**'.
14. As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining the Company. You are therefore requested to complete the Company training which will be communicated to you separately. Company has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings are critical and the outcomes would have a direct impact on your onboarding.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For LTI Ltd.

Thiagu Dharmalingam
Senior Manager -Talent Acquisition

I have read the letter and accept the same.

Signature and Date

ANNEXURE-1

Eligibility Criteria for Engineering - Year 2023 Batch		
Qualification:	B.E./B.Tech.	M.E./M.Tech/MCA/M.SC
Branches:	All Branches	M.E./M.Tech(All branches) MCA, M.Sc (five-year integrated CS/IT)
Age Criteria: As on 1st July of Passing year (2023)	Less than 24 years	Less than 26 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma which should not be more than 2 years. No Year drop allowed.	
SSC, HSC Percentages/CGPA:	60% & Above OR Equivalent CGPA	
	NOTE: <ul style="list-style-type: none"> SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only. For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration. 	
Diploma/Graduation Percentage/CGPA :	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA	
	<ul style="list-style-type: none"> For the interview process, an aggregate of 60% & above <u>till the results of the last conducted examination</u> will be considered Aggregate of 60% & above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule) Conversion from CGPA into Percentage must be calculated as per your respective University norms Provisional/Passing Certificate must state First Class 	
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation, Post Graduation)	<ul style="list-style-type: none"> No active/live backlogs allowed at the time of the interview process All backlogs (if any) must be cleared <u>with the final semester exams</u> All final semester subjects <u>must be attempted and cleared in the First Attempt</u> (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course) Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear. 	
Nature of Course:	All Full Time courses Only	
Year of Passing:	(2023) SUMMER Pass outs Only	
Citizenship:	Resident Indian Citizens Only	
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY	
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence	
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at the time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS	
Training phase:	The period of training (classroom/virtual) and the subsequent technology & communication tracks assigned for training are purely subjected to the business requirements. Non-performance during technical & communication trainings/on the job phase is subjected to separation from the organization	
Flexibility:	Should be flexible to work in any technology/work-shift/domain and work from any development center/partner premise/customer location as per business needs	
Cooling Period:	Should NOT have appeared for any LTI interview process anywhere in the past 6 months from the date of my interview process.(If found so, LTI may take immediate action and cancel the candidature at ANY stage)	
Eligibility for Maternity Leave:	As per the Maternity Benefit Act, 1961, employee would be entitled for maternity leave if she has worked for a minimum of 80 days in the organization in the twelve months immediately preceding the date of her expected date of delivery	



Self-Declaration:

1. You should meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. LTI may take immediate action at any time during or after the Interview/Selection/Joining if found hiding any information/involved in any sort of malpractices/producing incorrect information or not meeting all the criteria mentioned above.
3. This recruitment process is completely free of cost.

Candidate Signature: _____

Name: _____

Institute Name: _____

Mobile No: _____



ANNEXURE-2

Please bring along with you the following documents in original and one copy of the same.

- A. Duly acknowledged copy of the Graduate Engineer Trainee Offer Letter.
- B. Non-Disclosure Agreement.
- C. Two copies of your recent passport size photograph with white background.

Attested copies of the following are required:

- 1. Proof of age.
- 2. SSC/HSC or equivalent examination mark sheets.
- 3. Diploma / Degree mark sheets for all the Semesters/Years.
- 4. Passport first & last page.
- 5. Four wheeler Driving License.
- 6. Pan card.
- 7. Aadhar card.

You are requested to note that our offer is subject to submitting the above documents.

ANNEXURE-3

Name : Brendan Fernandes Date : November 10, 2022

Salary Grade : P1

Components	INR. (p.a.)	INR. (p.m.)
Basic	180000	15000
Bouquet of Benefits	162180	13515
Bonus	21000	1750
Base Salary (p.a.)	363180	30265
Annual Incentive	0	
Total Variable (p.a.)	0	
TTC(p.a.)	363180	
PF	21600	1800
Gratuity	8658	722
Mediclaime Premium(p.a)	12929	1077
Retirals & Other Benefits(p.a)	43187	3598
Cost to Company (CTC)	406367	33863

Medical Insurance Premium:

The Group Mediclaime Policy of Company covers Employee, Spouse & upto 3 dependent children (below 25 yrs of age). Coverage limits are as per company policy.

You would also be eligible to be covered under the Voluntary Group Term Life and Group Accident Insurance policy as per the company policy.

Notes:

- 1)Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2)Bouquet of Benefits* /Flexi Pay consists of Flexi-components which may include HRA,Conveyance,LTA,MealAllowance and Adhoc allowance.
- 3) H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 4)The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
- 5) Gratuity payment shall be as per "Payment of Gratuity Act, 1972".
- 6)Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

Applicant ID: 5828097

30 September 2022

KEVIN MATHEW

C-309, Meredian Apartments, Sec-6,
Opp Palm beach Rd, Nerul west
Mumbai-400706

Mobile: 9819985435

Email: kevinmathew309@gmail.com

Location: Mumbai

Department: NM Sales & Global BD

Dear Kevin,

In response to your application and subsequent interviews, we are pleased to offer you the position of **Trainee - Business Development (Grade: 4A)** in our organization. Remuneration details are given in Annexure - 1 to this letter. You shall join the company on or before **05 June 2023**.

Zycus would be pleased to have you as a member of the team. We look forward to your fruitful association and a successful career with the company.

This offer letter stands valid subject to: (a) successful completion of your background verification and Reference Check. (b) You joining the company on the above mentioned joining date and successfully completing the joining formalities which also includes your acceptance to Zycus's employment terms and conditions.

Please return one copy of this letter duly signed by you to signify your acceptance to this Offer Letter.

For Zycus Infotech Pvt. Ltd

Sanju Laitonjam
Director – Talent Acquisition

I agree and accept this job offer indicated in this offer letter and the annexures to this offer letter.

I shall report for duty on the above mentioned joining date.

Date:

Name: KEVIN MATHEW

Signature:

Encl: Annexure - 1 – Remuneration Details

ANNEXURE - 1

REMUNERATION DETAILS

Salary Components	Value Per Month (INR)	Value Per Annum (INR)
Basic	19,792	2,37,500
HRA	9,896	1,18,750
Special Allowance	7,596	91,150
Children Education Allowance	0	0
LTA	0	0
Meal Coupon	0	0
WFH Allowance (C&C)	500	6,000
Employer's Contribution to PF	1,800	21,600
Fixed CTC	39,583.33	4,75,000
Night Shift Allowance**		75,000
Total Fixed CTC		5,50,000
Performance Linked Incentive*		1,00,000
Total CTC		6,50,000

(*) Performance Linked Incentive would be payable to you as per your “Variable Pay Plan” based on achievement of targets.

(**) Night Shift Allowance is applicable only for ANZ and US region shifts.

Apart from the above, employees are entitled to following benefits as per the policy of the company:

1. Employer's Contribution to ESIC (Wherever Applicable)
2. Gratuity as per the Payment of Gratuity Act, 1972.

Other benefits which are provided at the discretion of the management are:

3. Medical Insurance Policy of INR 400,000/- (Rupees Four Lakh Only)
4. Personal Accident Insurance Policy of INR 100,000/- (Rupees One Lakh only)

For Zycus Infotech Pvt. Ltd

Sanju Laitonjam
Director – Talent Acquisition

Reviewed By

Agreed & Accepted By

KEVIN MATHEW

EMPLOYMENT AGREEMENT

Employee's Name: KEVIN MATHEW

For the clauses mentioned herein below the meaning of the words "inventions", "works" and "confidential information" shall mean and include the following definition respectively.

"Inventions" means any new or useful art, discovery, new contribution, finding or improvement (including without limitation any technology, computer programs, test, concept, idea, apparatus, device, mechanism, equipment, machinery, process, method, composition of matter, formula or technique), whether or not patentable, and all know-how related thereto, that has been made, created, developed, written or conceived by me (i) in the course of my employment, (ii) relating to the actual or anticipated business of the Company, or (iii) with the use of the Company's time, material, proprietary information or facilities.

"Works" means any materials for which copyright protection may be obtained, including without limitation computer programs (including designs, pseudo-code, prototypes, blueprints, internet software and applets) that has been made, created, developed, written or conceived by me (i) in the course of my employment, (ii) relating to the actual or anticipated business of the Company, or (iii) with the use of the Company's time, material, proprietary information or facilities.

"Confidential Information" means information (i) disclosed to or known by you as a consequence of your employment with the Company, (ii) not generally known to others outside the Company, and (iii) which relates to the trade secrets or otherwise to the research, development efforts and methodologies, testing, engineering, manufacturing, marketing, sales, finances or operations (including without limitation any processes, formulae, methods, techniques, devices, know-how, manufacturing processes, customer lists, sales statistics, tactics and projections, marketing strategies and plans, and personnel information or data) of the Company or of any other party including but not limited to customers' existing or old, prospects, partners, vendors, distributors, licensors which has entrusted such information to the Company in confidence.

"Notice Period" - If your grade is 5b or below at the time of termination or resignation, then you shall serve a Notice Period of 2 months. Similarly, if your grade is 6a or above at the time of your termination or resignation, you shall serve a Notice Period of 3 months.

"Indirectly" means by observing any work around of joining any other organization or not working for any organization for certain time period and then joining Company's Active Partner or any Competitors within a period of one year from the date of leaving Zycus's employment.

"Company's Active Partner" means those entities which have done business with Zycus in the past Three (3) years before termination (resignation) of employee's employment with the Company and have earlier executed agreement with the Company to work as partner on Company's customers and potential prospects related projects/deals. It shall also include affiliates and subsidiaries of such entities.

"Competitors" means all those entities which are currently mentioned in the Gartner's magic quadrant report for Contract Life Cycle Management (CLM), Strategic Sourcing Application suites and P2P Suites and shall also be construed to include all those entities which would be present in the Gartner's magic Quadrant at the time of termination of the employee. This shall also mean to include any other legal names of those entities and their respective parents, sister concerns subsidiaries, affiliates, related entities, joint ventures and each of its and their predecessors, successors, and also include any change of name if taken place in future and shall apply to any such geographical location wherein those entity as mentioned in the said list has its place of business or produces, sells or markets its goods and services by any other name whether known or not known.

The words “you”, “me”, “I” mentioned here in this agreement refer to the employee.

1. You will be on **training** for a period of **18 months** and may be confirmed as permanent employee upon successful completion of your training period. The Company reserves the right to terminate your employment by giving a 15 days' written notice during this training period.
2. Our offer to you as trainee employee is subject to your executing the necessary documents, including the training agreement. You will be required to complete the formalities of the agreement at the time of joining. The agreements mention the scope, terms and conditions and necessary training and contractual obligations of your employment with the Company.
3. Depending on the business needs, resource allocation strategy and/or organizational restructuring of the Company, you may be transferred to any department or required to work in different shifts or any office/establishment (forming part of the Company or any sister concern), whether already in existence or which may come into existence in future, anywhere in India.
4. You will not, without our previous written permission, carry on any business, trade or profession, or enter for any part of your time, in any capacity, the services of or be employed by any other firm, company, or person. You will devote your full time and attention to your duties to promote the interests of our organization.
5. The company reserves the right to terminate your employment during the said training period (i) by providing fifteen days' notice to you or (ii) as per clause No. 6 mentioned in the Training Agreement signed by you. After completion of training period, the company reserves the right to terminate your employment by giving a written termination notice of the period applicable to you as per the Notice Period or payment of the said period i.e. salary, thereof. Further, if you choose to leave the company after the completion of your training period, you are required to serve the applicable 'Notice Period'. If you fail to serve the required Notice Period, it shall be construed as a material breach of this agreement on part of the employee.
6. Notwithstanding anything mentioned under the training agreement, if you chose to resign from the Company under the clause 6(b) of the Training Agreement, apart from your obligation for Default under the Training Agreement, you are also required to serve a Notice Period of two months from the date of your resignation. You shall be responsible to perform such jobs within the company as may be directed by the management during the Notice Period.
7. Notwithstanding anything mentioned under the training agreement, your absence for a continuous period of eight days or more (including absence when on leave though applied for and not granted) would make you lose your lien on the job and your services shall automatically come to an end without any notice or intimation to you by the management. The management will presume that you have abandoned the employment on your own accord and this shall be construed as material breach of the Agreement and you shall be liable to pay the agreed compensation amount as mentioned in the training agreement. If you abscond or leave the employment, after the training period without serving the required Notice Period, it shall be construed as material breach of this agreement and you shall be liable to indemnify the company for any loss caused to the company, which shall not be only limited to the applicable salary in lieu of Notice Period, and no other payment will be made by the company whatsoever.
8. Leave salary will be paid according to the rules of the company.
9. At the discretion of the Company, and as indicated in the offer letter you may be entitled to receive any joining bonus or relocation bonus or any notice pay amount for buying out notice period related to your previous organization. You hereby accept that the Company would be put to substantial financial loss, inconvenience, loss of resources in the event you leave the Company within a period of one year from your date of joining. Hence, notwithstanding any other rights of the Company under this Agreement, if your employment is terminated, within a period of one year of your joining (whether or not after serving the Notice Period), you shall refund to the Company any such amount paid to you. The Company also reserves the right to set-off any such refund due from your end to the Company from any salary which may be due to you from the Company.

10. You will not give to any person or persons, by word of mouth or otherwise, any particulars or details of our technical know-how (including computer data in any form), security arrangements, administrative and/or organizational matters, whether confidential, secret or otherwise, either during the employment with us or afterwards, which you acquire during the course of your employment.
11. You will abide by the rules and regulations and Company Policies and procedures, code of conduct applicable to you as employee of the Company, which are in force for the time being or may be framed from time to time. The Company reserves the right to update or amend the terms and condition of this Agreement for safeguarding the interest of the Company.
12. If at any time during your employment you are found guilty of any act of misconduct or any breach or continuous negligence to the terms of this Agreement or any act involving moral turpitude committed by the employee, or deliberately made loss to the Company, or dereliction of duties, Violation of Company's code of conduct and disciplinary policy, disobedience of the instructions given to you from time to time, the management may, without notice, put an end to your service and terminate the employment with the Company. It is further clarified that in the event of such termination, the Company shall not be liable to any salary or compensation in lieu of the Notice Period.
13. You shall inform in writing to the Company any change of your address.
14. In order for Zycus Infotech Pvt. Ltd. and its direct and indirect affiliates, subsidiaries (herein collectively referred to as the "Company") to maintain a competitive edge, the Company must protect its inventions, discoveries, works of authorship and its proprietary technical and business information. Therefore, I, further agree as follows:
 - a. I will promptly disclose to the Company in writing, all Inventions and Works which are conceived, made, discovered, written or created by me alone or jointly with someone else on the Company's time or on my own time, while I am employed by the Company.
 - b. All Works created by me, alone or with others, shall be deemed "works made for hire" under the copyright laws and shall be owned by the Company.
 - c. I hereby assign to the Company all of my rights in all Inventions, and in all Works to the extent such Works may not, by operation of law, be works made for hire.
 - d. I will give the Company all assistance it reasonably requires to perfect, protect, and use its rights to Inventions and Works. In particular, I will sign all documents, do all things, and supply all information that the Company considers necessary or desirable to transfer or record the transfer of my entire right, title and interest in Inventions and Works; and to enable the Company to obtain patent, copyright, or other legal protection for Inventions and Works. Any out-of-pocket expenses will be paid by the Company.
 - e. An invention for which none of the Company's equipment, supplies, facilities, or Confidential Information was used and which was developed entirely on my own time is exempted from these terms and conditions so long as it: (a) does not relate in any way to the Company's business, or to the Company's actual or demonstrably anticipated research and development; and (b) does not result in any way from my work for the Company.
 - f. I will never disclose orally, electronically or in any other manner or use any of the Confidential Information for the benefit of myself or another, unless directed or authorized in writing by the Company to do so.
 - g. I understand that if I possess any proprietary information of another person or company as a result of prior employment or otherwise, the Company expects and requires that I will honor any and all legal obligations that I have to that person or company with respect to proprietary information, and I will refrain from any unauthorized use or disclosure of such information. I hereby declare that during the course of my employment with Zycus (I) I shall not directly or indirectly transmit, compile, decompile nor store as soft copy or hard copy within the computer system or network of Zycus any confidential information of my previous organization (II) I shall not bring or carry any confidential information of my previous organization in any other storage medium as soft copy or as hard copy. I further declare that there are no restrictive or conflicting covenants in my previous organization's employment terms and conditions which restrict me to join this Company or conflicts to perform the services for this company. "Previous organization" as referred in this clause shall mean to include all those organization (before joining Company/Zycus's

- employment) which the employee might have directly or indirectly served whether in the capacity as an employee, officer, director, partner, manager, consultant, agent or owner (other than a minority shareholder or other equity interest of not more than 1% of a company whose equity interests are publicly traded on a nationally recognized stock exchange or over-the-counter)
- h. All documents and other tangible property relating in any way to the business of the Company are the exclusive property of the Company (even if I authored or created them). I agree to return all such documents and tangible property to the Company upon termination of employment or at such earlier time as the Company may request me to do so.
 - i. During my employment, neither I nor members of my immediate family will have financial investments or other interests or relationships with the Company's customers, suppliers or competitors which might impair my independence of judgment on behalf of the Company. I also agree not to engage in any competitive activity against the Company, and will avoid any outside activity that could adversely affect the independence and objectivity of my judgment, interfere with the timely and effective performance of my duties and responsibilities to the Company, discredit the Company or otherwise conflict with the Company's best interests.
 - j. During my employment, and for one year after termination of employment with the Company, I will not persuade, induce, or attempt to induce any past or current customer of the Company (other than government agencies and regional, national or international telephone carriers or national retailers) whose identities as such were first made known to me or with whom I first had direct contact in the course of my employment (a) to stop doing business with or through the Company, or (b) to do business with any other person, firm, partnership, corporation or other entity that provides products or services materially similar to or competitive with those provided by the Company, as I understand that the actual or potential customers of the company are confidential information, hence, I should keep the same secret and should not disclose the same to any third party nor use the same information to derive or provide to any third person any independent economic value in conflict with the interest of the company.
 - k. During my employment at the Company and for one (1) year after termination of employment, I shall not, directly or indirectly, induce or attempt to induce any employee of the Company to accept employment or affiliation with another firm or entity of which I am an employee, owner, partner or consultant.
 - l. The employee hereby acknowledges that by working here in the Company the employee gets acquainted with the Confidential Information and trade secrets of the Company related to its customers, partners and prospects and, further, the employee also gets an in-depth knowledge about Company's know how. The employee is aware that, as applicable according to the job profile, the employee will also be given an opportunity to work on live customer projects along with Company's partners and/or to develop/design/test/implement the products of the Company and its enhancements as per Company's requirement. The employee further accepts, agrees and admits that the nature, quality and number of productive hours spent on inducting the employee and providing on-job training and the handholding to impart Company's know how and Confidential Information on the employee, in order to groom the employee in performing its responsibilities and duties efficiently in the Company, is generally not found in or is available with or imparted by any other similar source as such knowledge and/or training is designed to satisfy the exclusive requirements of the Company and the opportunity to gain access to these knowledge and/or training is solely provided to the employees of this Company. The employee will be provided intensive training by the senior employees who will invest their productive hours in providing periodic feedback on the employee's performance. That upon providing such handholding the employee will be of significant value to the Company as a result of the cost and resources invested by the Company in the employee. The employee is further aware that the Company would earn considerable revenue by hiring out computer time instead of imparting such knowledge there on to the employee. The employee therefore agrees that in the event if he/she directly or Indirectly engages or joins any Company's Active Partner or Competitors in any capacity whether in

the capacity as an employee, officer, director, partner, manager, consultant, agent or owner within a period of one year, post leaving (termination by Company or resignation) of Company's employment, then the employee shall pay its 6 months' salary as compensation to the Company. Salary here shall mean the last draw salary by the employee at the time of leaving employment. The employee acknowledges that the above compensation which is required to be paid by the employee is just and fair considering the substantial cost which the Company may incur as a result of loss caused to the Company, transfer of Company's knowledge and know-how to any of the Company's Active partners or Competitors, the replacement cost for hiring and grooming another employee resulting into increase in investment cost of Company, the business impact on the Company in relevance to its customer and potential projects/deals. The employee further acknowledges that the salary being paid to the employee is fair and sufficient consideration for employee's acceptance to this clause. It is hereby further clarified that if the employee after leaving Company observes a cooling period of one year and thereafter if the employee joins Company's Active Partner or any Competitors then the employee is not required to pay any such compensation to the Company. It is further clarified that if the Company terminates the employee during the first 45 days of the training period and the Employee joins any Competitor after such termination then the employee will not be liable to pay the compensation mentioned under this clause.

15. If a provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions will nonetheless be enforceable according to their terms. Further, if any provision is held to be overbroad as written that provision should be considered to be amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforced as amended.
16. The Company may assign its rights under this Agreement to any successor in interest, whether by merger, consolidation, sale of assets, or otherwise. This Agreement shall be binding whether it is between me and the Company or between me and any successor or assigns of the Company.
17. Nothing in this Agreement prevents or limits the Company from terminating my employment at any time for any reason. I understand and agree that there exist no promises or guarantees of permanent employment or employment for any specified term by the Company.
18. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to conflict of laws and principles. Any disputes under this Agreement shall be subject to the exclusive jurisdiction and venue of the Courts of Mumbai, and the parties hereby consent to the personal and exclusive jurisdiction and venue of these Courts.
19. I understand that this Agreement along with the training agreement contains the entire agreement and understanding between the Company and me with respect to the provisions contained in this Agreement, and that no representations, promises, agreements, or understandings, written or oral, related thereto which are not contained in this Agreement will be given any force or effect. No change or modification of this Agreement will be valid or binding unless it is in writing and signed by the party against whom the change or modification is sought to be enforced. I further understand that even if the Company waives or fails to enforce any provision of this Agreement in one instance, which will not constitute a waiver of any other provisions of this Agreement at this time, or a waiver of that provision at any other time.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the date first set forth above.

Zycus Infotech Pvt. Ltd.	Employee, hereby, accepts this Agreement with free consent, without any undue influence, coercion or whatsoever.
Signature:	Signature:
Name: Sanju Laitonjam	Name: KEVIN MATHEW
Title: Director – Talent Acquisition	Title: Trainee - Business Development
Date:	Date:

THIS TRAINING AGREEMENT is made on the 30 September 2022.

BETWEEN

M/S ZYCUS INFOTECH PVT LTD a company incorporated under the Company's Act 1956, having its registered office at Plot No. GJ – 07, SEEPZ++, SEEPZ SEZ, Andheri (East), Mumbai 400 096, hereinafter referred to as the "**Company**" (which term unless repugnant to the context mean and include its successors-in-interest and permitted assignees) of the **ONE PART**.

AND

Mr. KEVIN MATHEW son/daughter of Sam Mathew, aged about 21 years, presently residing at C-309, Meredian Apartments, Sec-6,Opp Palm beach Rd,Nerul west 400706 Mumbai Maharashtra India and permanent address at C-309, Meredian Apartments, Sec-6,Opp Palm beach Rd,Nerul west 400706 Mumbai Maharashtra India hereinafter referred to as "**Trainee - Business Development/Trainee**" (which term unless repugnant to the context mean and include his/her heirs, legal representatives, assigns, executors, and administrators) of the **SECOND PART**.

AND

Mr. Sam Mathew son/daughter of K S Mathew, aged about 51 years currently working/business at Engineer, Mumbai and presently residing at C-309, Meredian Apartments, Sec-6,Opp Palm beach Rd,Nerul west 400706 Mumbai Maharashtra India and permanent address at C-309, Meredian Apartments, Sec-6,Opp Palm beach Rd,Nerul west 400706 Mumbai Maharashtra

India hereinafter referred to as the “**SURETY**” (which term unless repugnant to the context mean and include his/her heirs, legal representatives, assigns, executors, and administrators) of the **THIRD PART**.

WHEREAS the Trainee applied to the company to be appointed as Trainee - Business Development

AND WHEREAS in pursuance of such application, the company appointed him/her as Trainee - Business Development on the terms and conditions contained herein under which he/she is required to undergo training for a minimum period of **18 months** from the date of joining which is from **05 June 2023 to 26 November 2024**.

AND WHEREAS the Trainee recognizes and accepts that at the time of appointment as **Trainee - Business Development**, except the exposure to academic knowledge, he/she has received no formal effective, technical or practical training enabling him/her to independently function as a Trainee thereby becoming commercially viable to the company.

AND WHEREAS consequently and in order to render the Trainee of value to the company, the Trainee would need to undergo formal and extensive training in accordance with courses, modules, programs prescribed or conducted by the company.

AND WHEREAS the Trainee is aware that the company would be spending substantial sums of money and would be incurring substantial costs, expenses, man hours in the process of selecting and appointing him/her as Trainee and thereafter for imparting training.

AND WHEREAS the Trainee recognizes and accepts that the company would be put to substantial financial loss, inconvenience, loss of resources, man hours computer time etc. In the event the Trainee fails to complete the training as prescribed and or leaving the company during the course of such training and has therefore agreed to compensate the company in the manner and under the circumstances enumerated in this agreement.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS

1. **Mr. KEVIN MATHEW** has been offered by the company for the post of **Trainee - Business Development** viz. offer letter dated **30 September 2022** and he/she has duly accepted the offer with free consent (without any coercion, undue influence, fraud, misrepresentation, or mistake of the company) and thus upon his/her acceptance to join for the post of **Trainee - Business Development** he/she will be subject to training under this Agreement.

2. OBLIGATIONS OF TRAINEE

- a. The Trainee shall undergo on job training for a minimum period of **18 months** which begins from the date of joining which is intended to render him/her competent to undertake tasks that may be subsequently assigned to him/her.
- b. The Trainee agrees that he/she shall faithfully and diligently undergo and imbibe training and shall complete all the applicable training modules and courses. Based upon the performance of the Trainee and upon successful completion of the training period, it shall be the sole discretion of the company to appoint you as permanent employee of the company or provide you further on job training.

3. OBLIGATIONS OF COMPANY

- a. Company shall provide on job training to the Trainee.
- b. Company shall provide agreed salary to the Trainee subject to the proper performance of the Trainee
- c. Company shall provide Medical Insurance as per Company's policy.

4. CONSIDERATION TO THE TRAINEE

The Trainee will be paid consideration in accordance with Annexure-1 of the offer letter.

5. COMPENSATION TO THE COMPANY

The Trainee agrees to undergo training on joining. The duration of the training would be for a minimum period of **18 months**. The Trainee is expected to qualify for the training. The Trainee hereby acknowledges that by working here in the Company the Trainee gets acquainted with the Confidential Information and trade secrets of the Company related to its customers, partners and prospects. Further, the Trainee also gets an in-depth knowledge about Company's know how. The

Trainee is aware that, as applicable according to the job profile, the Trainee will also be given an opportunity to work on live customer projects along with Company's partners and/or to develop/design/test/implement the products of the Company and its enhancements as per Company's requirement. The Trainee further accepts, agrees and admits that the nature, quality and number of productive work-hours spent on inducting the Trainee and providing on-job training and handholding to impart Company's know how and Confidential Information, so as to enable the Trainee to perform its applicable roles and responsibilities in the Company, is generally not found in or is available with or imparted by any other similar sources as such knowledge is designed to satisfy the exclusive requirements of the Company and the opportunity to gain access to these knowledge and/or training is solely provided to the employees or trainees of this Company. The Trainee is aware that in the process of recruiting the candidate as **Trainee - Business Development**, the company has incurred expenses and costs being in the nature of advertisements, implementation of selection procedures, interviews, travel etc. and the company will also be incurring substantial training costs, man hours and resources of the company in providing training under the Agreement. These facts have been explained over to the Trainee and he understands, agrees is aware that in the event of him/her not completing the training period the company would, without option, be constrained once again to incur similar expenses to similar extents which would be direct result of and attributable to his/her leaving the company. The Trainee is further aware that the company would have earned considerable revenue by hiring out computer time instead of imparting such training there on to the trainee, therefore, Trainee agrees that in the event of him/her leaving the company before the training period is completed or in the event of him/her failure or default to complete the training or training period for any reason whatsoever he shall be liable to pay to a compensation/damages of **INR 100,000/-** to the company.

6. EVENTS OF DEFAULT OR FAILURE

Prescribed failure to complete the training period shall mean and also includes:

- a. The Trainee is negligent or indifferent in studying the training Program; or
- b. The Trainee resigns from the Company or abandons the training program before completion thereof without written consent of the Company; or
- c. The Trainee breaches any terms and conditions set out in this Agreement and/or the company policies or
- d. The Trainee is terminated by the Company for misconduct, moral turpitude or any other similar kind of reasons during the training Period.
- e. The Trainee becomes medically unfit to undertake the training period.

7. UNDERTAKING BY THE TRAINEE AND HIS SURETY

- a. Both the Trainee and surety agrees that the amounts so calculated on the basis described above is genuine, fair and reasonable estimate of the damages or loss and expenses that would accrue to the company or have been spend by the company on training.

- b. The surety hereby undertakes and accepts that his liability is coextensive with that of Trainee for payment of all amounts that may become due and payable under this agreement. That surety is aware and accepts the special nature and character of the deputation of the Trainee as well as the manner of computation of damages/compensation that the company shall be at liberty to enforce this guarantee/surety furnished by him without necessarily seeking to enforce the same against the Trainee in the first instance, that the company shall be entitled to proceed either against the Trainee or surety or both for recovery of any amounts due under this agreement, that any demand on the Trainee under this agreement shall be deemed to be sufficient notice of such demand to the surety also, that the surety guarantees the satisfactory performance of each of the clauses, terms obligations and conditions of this agreement voluntarily and after being fully aware of all legal consequences arising to be a surety to ensure due performance of each of the clauses terms obligations and conditions of this agreement.

IN WITNESS WHEREOF the parties have signed this agreement on the date month and year first above written before following witnesses

SIGNED AND DELIVERED

By the within named, "COMPANY"
ZYCUS INFOTECH PRIVATE LTD
By the hand of

Sanju Laitonjam
Director – Talent Acquisition/
Authorised Signatory

SIGNED AND DELIVERED
by the within named, "TRAINEE"

KEVIN MATHEW

SIGNED AND DELIVERED
by the within named, "SURETY"

Sam Mathew



Letter of Intent (LOI)

Superset ID: 3564037

Date: November 25, 2022

Dear Aditya Raj,

We are immensely glad to extend a hearty welcome to you to our Cognizant family.

This LOI refers to your application for employment with Cognizant Technology Solutions India Private Limited (" **Cognizant** ") and subsequent discussions. Basis the information and representation provided by you, we have found you suitable for the GenC role and your designation will be **Programmer Analyst Trainee**. Upon final scrutiny, a formal full-time employment Offer Letter with the compensation, terms and conditions, rules, regulations & policies (" **Employment Agreement** ") will be issued, and such Employment Agreement shall be subject to and be effective only upon your successful completion of the full-time internship program or Cognizant identified training programs as opted by you or mandated by Cognizant and background verification. You will have an opportunity to opt for a full-time internship with stipend during your final semester and terms and conditions governing such full-time internship program shall be detailed in the Intern Offer Letter.

It is hereby clarified that participation in this full-time internship program or Cognizant identified training programs shall not deem to constitute you to be an employee of Cognizant and the scope of this full-time internship program or Cognizant identified training programs does not include any supervisory responsibilities and that there is no agency, fiduciary or employer-employee relationship intended or created by reason of this LOI.

During this full-time internship program or Cognizant identified training programs, you shall not be entitled for any benefits paid or made available to Cognizant's full-time employees.

Upon your successfully completion of full-time internship program or Cognizant identified training programs, completion of background verification and being onboarded as an employee under a definitive Employment Agreement, your annual total remuneration shall be **INR 4,01,988/- per annum**. The detailed information on compensation and benefits will be provided in your full-time employment Offer Letter.

This LOI expresses only our intent to enable you participate in the full-time internship program or such Cognizant identified training programs as opted by you or as mandated by Cognizant, and there upon successful completion of the training which brings eligibility to receive a definitive Employment Agreement, subject to completion of hiring formalities, background verification and procedures. Cognizant has zero tolerance towards malpractice in any form and reserves all rights with respect to hiring decisions and issue of full-time Offer. This document is only a letter of intent and does not constitute any contractual relationship between you and Cognizant. Cognizant holds all rights to withhold or cancel this LOI and/or the Intern / Full-time employment Offer Letter due to non-conformance of performance benchmark or moral code of conduct.

Code of Conduct : You shall comply with Cognizants Core Values and Standards of Business Conduct, located at and incorporated herein by reference. <https://www.cognizant.com/us/en/documents/code-of-ethics.pdf>

This LOI from Cognizant is valid for 1 week - 7 calendar days, from the date of the LOI. Hence, you are requested to accept or decline the LOI within 1 week from the date of the LOI. In case we do not receive any response from your end within the aforementioned time period, this LOI shall stand withdrawn, and will be considered as void. Any extension to the LOI validity will be at the sole discretion of Cognizant. Please note that this LOI is not deemed to be considered as an employment contract or offer letter for purposes of joining Cognizant as an employee. For all onboarding formalities, the definitive Employment Agreement is required.

Upon accepting this LOI, you hereby consent for Cognizant Technology Solutions India Private Limited to receive the personal information and/or sensitive personal information ("Personal Information") submitted by you for background verification and share the same with its empaneled vendors located in India for conducting mandatory background checks for employment opportunities with Cognizant.

For further queries, related to Letter of Intent (LOI), please raise a request by clicking "Raise a Query" button in the below link. Use Superset ID as Candidate ID and choose Category as Letter of Intent (LOI).
<https://campus2cognizant.cognizant.com/Pages/Prelogin>

GenC HR Team will reach out to you over email to guide you on the next steps.
Thank you for the interest and stay tuned to hear from us.

Yours sincerely,

For Cognizant Technology Solutions India Pvt. Ltd.

Maya Sreekumar
Vice President - Human Resources



Corporate Personnel & Administration Dept.

Ref: HK/P&A/CAMPUS-OFFER'2023-24/CN-316

17th July 2023

Dear Mr. Nishant Satghare,

Greetings from Godrej!

We are delighted to have you coming on board on **7th August 2023**.

We are sure that you are keenly looking forward to what's in store for you upon your joining us.

To make your transition in Godrej smooth, we have planned a comprehensive Corporate Orientation Program at our Vikhroli Establishment in Mumbai.

Your portfolio / assignment and the place of posting will be shared with you after the Corporate Orientation Program.

To enrich you with knowledge, learning, skills and experience during the traineeship, you will be undergoing a structured Training Program comprising of learning inputs in a phased manner:

Phase I (At the time of Joining): - Corporate Orientation Program, followed by:

- Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

Phase II (Mid-Year): - Developmental Program(s)

- Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

Phase III (Upon completion of the Training): - Organization Level Development Programs (Common for all) followed by:

- Advanced Programme of Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

When you take up the assignment, we have earmarked for you, you will have a 'buddy' to help and guide you in the initial days. Please feel free to speak to / write to us for any information that you may need:

Ms. Rachna Bhuse (rachna@godrej.com, Mobile: 9821490425)

Ms. Sameeta Khambe (sameetak@godrej.com, Tel.: +91-22-6796 1431)

We look forward to you becoming part of the exciting growth journey at Godrej!

With best wishes,



Harpreet Kaur
Senior Vice President & Head-
Corporate Personnel & Administration

Encl.: Offer Letter



Corporate Personnel & Administration Dept.

Ref: HK/P&A/CAMPUS-OFFER'2023-24/CN-316

17th July 2023

Mr. Nishant Ravindranath Satghare
172-A, Khochiwade
Sonarali, Near Ram Mandir
Vasai (West)
Thane - 401201
Mob: 8698223226

TR CAT: C-200

OFFER LETTER

Dear Mr. Nishant Satghare,

With reference to your application and the subsequent interview you had with us, we are pleased to confirm your selection as **Graduate Engineer Trainee** in our Organization. Your appointment is covered under the provisions of **The Apprentices Act, 1961 and its subsequent amendments thereto**. The terms & conditions are as given below:

1. Place of Posting & Period of Training:

Your initial place of posting will be at our Vikhroli Establishment, Mumbai. The training period will be for a period of twelve (12) months from your date of joining, i.e., **with effect from 7th August 2023.**

2. Consolidated stipend:

You will be paid an All-inclusive Consolidated Stipend of **Rs. 36,000/- (Rupees Thirty-Six Thousand only)** per month.

(In the event of any legislation being enacted/made applicable treating the above mentioned "Consolidated Stipend" as "Salary" for the purpose of calculating Provident Fund, Gratuity, House Rent Allowance, Medical or any other direct / indirect benefit or contribution etc., then in such an event, the said "Consolidated Stipend" shall stand adjusted / modified to the extent so that there is no additional financial burden on the Company on this count i.e., the stipend payable to you by the Company, inclusive of all statutory, direct / indirect benefits or contributions, shall not exceed the above mentioned Consolidated Stipend per month).

3. Leave Entitlement:

You will be eligible for Leave as per the Leave Rules of the Organisation applicable to the trainees covered under The Apprentices Act, 1961. The same is subject to change from time to time.

4. General terms & conditions:

- Although it is not mandatory and / or obligatory on the part of the Company to offer you employment upon completion of the training period, you will be considered for any suitable opening that may arise / exists at that point in time, subject to your overall performance, attitude, conduct, attendance & punctuality besides meeting the requisite selection criteria.
- As a part of the terms and conditions mentioned in this Offer Letter, you will be required to sign a Service Agreement for a period of two years (one year as a Trainee and one year subject to being absorbed in regular employment upon successful completion of the training period).

We are enclosing the soft copy of the Service Agreement which you are required to prepare on a **Stamp Paper of value Rs.200/-** and submit the duly filled-in and signed (by you and the guarantor) Agreement on your date of joining. Please note that it is mandatory to carry the Service Agreement on your date of joining along with the Offer acceptance copy.

Contd....(2)



(2)

Mr. Nishant Ravindranath Satghare, Thane - 401201.

- c) During the training period, you will not be eligible for any Variable Pay (viz., Performance Pay, Sales / Service Incentives etc.).
- d) Your selection as a trainee is subject to you being found medically fit by the Company's Medical Officer or by a Medical Practitioner of Company's choice.
- e) While your initial place of training / posting will be at our Vikhroli Establishment, you are liable to be transferred to any of the Company's Establishments / Upcountry Manufacturing Plants / Project Site Office within the territory of India during your training period and/or thereafter and the same will not have any impact on your Consolidated Monthly Stipend. You will be adhering to six days per week work schedule. The salary/stipend disbursement is on the 10th day of every month.
- f) The Management shall decide your Function (Profile), Division and the Place of Posting as per the business need and exigencies, and the same shall be communicated to you during the Corporate Orientation Program. The Management's decision in this regard shall be final and binding on you.
- g) If and when it is required to impart training to you on a non-working day, you will be required to report for training on such days for which you will be given compensatory off. Similarly, as and when required, you may be called upon to report in second shifts when specific / special training opportunities are available.
- h) If you wish to resign from the traineeship of the Company, the notice period is one month during the training period, and you will be permitted to do so subject to your fulfilling the terms & conditions as per the Service Agreement signed by you. The Company reserves the right not to accept the notice period depending upon business needs and requirements. In case you leave the traineeship without fulfilling the terms & conditions as applicable to you, the Management reserves the right to initiate appropriate proceedings as per law.
- i) Your traineeship can be terminated by the Company at any time by giving you one month notice. Upon successful completion of the training and after absorption in regular employment, the notice period is three months on either side.
- j) The Company reserves the right to terminate your traineeship / employment at any time without notice or payment in lieu thereof if you are found guilty of absence from duty without prior intimation and/or permission for a continuous period of seven days or more, insubordination, non-performance, low productivity, disclosing confidential data or information pertaining to the Company, bonafide loss of confidence, misappropriation of Company's funds, causing damage to the property of the Company, non-compliance of Company rules & regulations besides omission / commission of any act on your part which may be prejudicial to the interest of the Organization.

In case you need further information about the pre-joining / joining process, please contact Mr. S G Kannan (Mobile 9820506928, Email id: sgkannan@godrej.com) or Ms. Aliamma (Mobile 9867066396 Email id: aliamma@godrej.com).

Contd.... (3)



(3)

Mr. Nishant Ravindranath Satghare, Thane - 401201.

5. Qualification Clause (Declaration of Final Year / Semester Results):

If your selection is being made prior to the declaration of the final semester results of the examination for which you have recently appeared, you are required to inform the Company about the results immediately upon declaration of the same by the University / Institute. You shall submit a copy of the mark sheet / certificate issued by the Institute / University as documentary evidence and produce the original for verification. In case, you do not pass the said degree / diploma examination, your selection / appointment will be deemed to be automatically terminated without notice or payment in lieu of notice with effect from the date of the declaration of the result at the discretion of the Management. Further, if you are unable to submit the official documentary evidence in support of you having secured a final pass in the aforesaid examination prior to the completion of the training period, your appointment will automatically stand terminated without notice at the end of the training period at the discretion of the Management.

6. Submission of False Documents:

If at any time in future, the documents submitted by you pertaining to your date of birth, residence, family details, educational qualification and/or external work experience etc are found to be false / incorrect, the Company reserves the right to terminate your appointment forthwith besides initiating necessary legal proceedings against you as per law.

7. Code of Conduct:

You will be bound by the Company's Code of Business Conduct & Ethics as applicable from time to time and will be required to sign the 'Code of Business Conduct & Ethics upon your joining the Company. In addition, you will be required to sign an 'Employee Non-Disclosure & Confidentiality Agreement' upon your joining the Organization, which aims to protect the intellectual proprietary rights and business information of the Company and its clients / business associates.

8. Conflict of Interest:

You are expected to carry out your duties and responsibilities diligently, and shall always, safeguard the interest of the Company. During your traineeship / employment in our Company, you are required to devote yourself exclusively to the services of the Company and you shall not undertake yourself directly or indirectly with any business, duties or outside work, either part time or full time, without the prior express permission of the Management. The Company regards conflict of interest as a severe offence, which may lead to strict disciplinary action, including termination of your traineeship / employment without notice.

9. Indemnity:

You shall indemnify the Company against any loss / damage, proceedings which the Company may suffer due to any wrongful acts, negligence and/or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Company to terminate your traineeship / employment on such count or the right of the Company to seek other remedies which the Company may have to make good the loss / damage suffered.

10. The Company reserves the right to add to, amend or vary the forgoing terms and conditions as and when found necessary.

The formal Letter of Appointment will be issued to you upon completion of the Corporate Orientation Program.

Contd....(4)



(4)

Mr. Nishant Ravindranath Satghare, Thane - 401201.

Please report for the Corporate Orientation Program commencing on **Monday, 7th August 2023** at **8.45 a.m.** at the following venue:

Godrej & Boyce Mfg. Co. Ltd.
Room No.317, Plant 13 Annexe, 3rd Floor
Pirojshanagar, Vikhroli East, Mumbai 400 079.

Please bring the following with you, when you report for the Corporate Orientation Program:

- All certificates and marksheet in original pertaining to your educational qualification, along with one set of photocopies (S.S.C. or School Leaving Certificate to be submitted as documentary evidence for date of birth).
- Three passport size photographs (in professional attire)
- Photocopy of PAN Card and Aadhar Card.
- Letter from your present/last employer confirming that you have been relieved from their service (only if applicable).
- Original Service Agreement (made on a stamp paper of value Rs.200/-) duly signed by you and your guarantor in all the pages.
- Copy of Final Vaccination Certificate, if not given earlier.

Any dispute, differences or disagreement arising out of the terms & conditions of this Offer Letter & the Service Agreement entered by you with the Company shall be referred to a Sole Arbitrator nominated by the Company under the provisions of Arbitration & Conciliation Act, 1996, whose decision shall be final and binding. The language of the Arbitration shall be English and the location of the same shall be in Vikhroli, Mumbai.

Please email us a scanned copy of last page (i.e., Page no. 4) of the offer letter with your signature as a token of your acceptance of its terms & conditions, within two days of receipt of this email.

We look forward to your joining Team Godrej for a bright and prosperous career with us.

Yours truly,

For Godrej & Boyce Mfg. Co. Ltd.



Harpreet Kaur
Senior Vice President & Head-
Corporate Personnel & Administration

Encl.: As above

I have gone through the terms and conditions of the aforesaid Offer Letter and the Service Agreement. I hereby agree to abide by the same. I will report for the Corporate Orientation Program on _____.

Signature: _____ Date: _____ Mobile Number: _____

Corporate Personnel & Administration Dept.

Ref: HK/P&A/CAMPUS-OFFER'2023-24/CN-313

17th July 2023

Dear Mr. Charit Save,

Greetings from Godrej!

We are delighted to have you coming on board on **7th August 2023**.

We are sure that you are keenly looking forward to what's in store for you upon your joining us.

To make your transition in Godrej smooth, we have planned a comprehensive Corporate Orientation Program at our Vikhroli Establishment in Mumbai.

Your portfolio / assignment and the place of posting will be shared with you after the Corporate Orientation Program.

To enrich you with knowledge, learning, skills and experience during the traineeship, you will be undergoing a structured Training Program comprising of learning inputs in a phased manner:

Phase I (At the time of Joining): - Corporate Orientation Program, followed by:

- Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

Phase II (Mid-Year): - Developmental Program(s)

- Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

Phase III (Upon completion of the Training): - Organization Level Development Programs (Common for all) followed by:

- Advanced Programme of Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

When you take up the assignment, we have earmarked for you, you will have a 'buddy' to help and guide you in the initial days. Please feel free to speak to / write to us for any information that you may need:

Ms. Rachna Bhuse (rachna@godrej.com, Mobile: 9821490425)

Ms. Sameeta Khambe (sameetak@godrej.com, Tel.: +91-22-6796 1431)

We look forward to you becoming part of the exciting growth journey at Godrej!

With best wishes,



Harpreet Kaur
Senior Vice President & Head-
Corporate Personnel & Administration

Encl.: Offer Letter



Corporate Personnel & Administration Dept.

Ref: HK/P&A/CAMPUS-OFFER'2023-24/CN-313

17th July 2023

Mr. Charit Shrikant Save
Tarapur (Holi Naka)
Boisar (West)
Palghar
Thane - 401502
Mob: 9764071948

TR CAT: C-200

OFFER LETTER

Dear Mr. Charit Save,

With reference to your application and the subsequent interview you had with us, we are pleased to confirm your selection as **Graduate Engineer Trainee** in our Organization. Your appointment is covered under the provisions of **The Apprentices Act, 1961 and its subsequent amendments thereto**. The terms & conditions are as given below:

1. Place of Posting & Period of Training:

Your initial place of posting will be at our Vikhroli Establishment, Mumbai. The training period will be for a period of twelve (12) months from your date of joining, i.e., **with effect from 7th August 2023.**

2. Consolidated stipend:

You will be paid an All-inclusive Consolidated Stipend of **Rs. 36,000/- (Rupees Thirty-Six Thousand only)** per month.

(In the event of any legislation being enacted/made applicable treating the above mentioned "Consolidated Stipend" as "Salary" for the purpose of calculating Provident Fund, Gratuity, House Rent Allowance, Medical or any other direct / indirect benefit or contribution etc., then in such an event, the said "Consolidated Stipend" shall stand adjusted / modified to the extent so that there is no additional financial burden on the Company on this count i.e., the stipend payable to you by the Company, inclusive of all statutory, direct / indirect benefits or contributions, shall not exceed the above mentioned Consolidated Stipend per month).

3. Leave Entitlement:

You will be eligible for Leave as per the Leave Rules of the Organisation applicable to the trainees covered under The Apprentices Act, 1961. The same is subject to change from time to time.

4. General terms & conditions:

- Although it is not mandatory and / or obligatory on the part of the Company to offer you employment upon completion of the training period, you will be considered for any suitable opening that may arise / exists at that point in time, subject to your overall performance, attitude, conduct, attendance & punctuality besides meeting the requisite selection criteria.
- As a part of the terms and conditions mentioned in this Offer Letter, you will be required to sign a Service Agreement for a period of two years (one year as a Trainee and one year subject to being absorbed in regular employment upon successful completion of the training period).

We are enclosing the soft copy of the Service Agreement which you are required to prepare on a **Stamp Paper of value Rs.200/-** and submit the duly filled-in and signed (by you and the guarantor) Agreement on your date of joining. Please note that it is mandatory to carry the Service Agreement on your date of joining along with the Offer acceptance copy.

Contd....(2)



(2)

Mr. Charit Shrikant Save, Thane - 401502.

- c) During the training period, you will not be eligible for any Variable Pay (viz., Performance Pay, Sales / Service Incentives etc.).
- d) Your selection as a trainee is subject to you being found medically fit by the Company's Medical Officer or by a Medical Practitioner of Company's choice.
- e) While your initial place of training / posting will be at our Vikhroli Establishment, you are liable to be transferred to any of the Company's Establishments / Upcountry Manufacturing Plants / Project Site Office within the territory of India during your training period and/or thereafter and the same will not have any impact on your Consolidated Monthly Stipend. You will be adhering to six days per week work schedule. The salary/stipend disbursement is on the 10th day of every month.
- f) The Management shall decide your Function (Profile), Division and the Place of Posting as per the business need and exigencies, and the same shall be communicated to you during the Corporate Orientation Program. The Management's decision in this regard shall be final and binding on you.
- g) If and when it is required to impart training to you on a non-working day, you will be required to report for training on such days for which you will be given compensatory off. Similarly, as and when required, you may be called upon to report in second shifts when specific / special training opportunities are available.
- h) If you wish to resign from the traineeship of the Company, the notice period is one month during the training period, and you will be permitted to do so subject to your fulfilling the terms & conditions as per the Service Agreement signed by you. The Company reserves the right not to accept the notice period depending upon business needs and requirements. In case you leave the traineeship without fulfilling the terms & conditions as applicable to you, the Management reserves the right to initiate appropriate proceedings as per law.
- i) Your traineeship can be terminated by the Company at any time by giving you one month notice. Upon successful completion of the training and after absorption in regular employment, the notice period is three months on either side.
- j) The Company reserves the right to terminate your traineeship / employment at any time without notice or payment in lieu thereof if you are found guilty of absence from duty without prior intimation and/or permission for a continuous period of seven days or more, insubordination, non-performance, low productivity, disclosing confidential data or information pertaining to the Company, bonafide loss of confidence, misappropriation of Company's funds, causing damage to the property of the Company, non-compliance of Company rules & regulations besides omission / commission of any act on your part which may be prejudicial to the interest of the Organization.

In case you need further information about the pre-joining / joining process, please contact Mr. S G Kannan (Mobile 9820506928, Email id: sgkannan@godrej.com) or Ms. Aliamma (Mobile 9867066396 Email id: aliamma@godrej.com).

Contd.... (3)



(3)

Mr. Charit Shrikant Save, Thane - 401502.

5. Qualification Clause (Declaration of Final Year / Semester Results):

If your selection is being made prior to the declaration of the final semester results of the examination for which you have recently appeared, you are required to inform the Company about the results immediately upon declaration of the same by the University / Institute. You shall submit a copy of the mark sheet / certificate issued by the Institute / University as documentary evidence and produce the original for verification. In case, you do not pass the said degree / diploma examination, your selection / appointment will be deemed to be automatically terminated without notice or payment in lieu of notice with effect from the date of the declaration of the result at the discretion of the Management. Further, if you are unable to submit the official documentary evidence in support of you having secured a final pass in the aforesaid examination prior to the completion of the training period, your appointment will automatically stand terminated without notice at the end of the training period at the discretion of the Management.

6. Submission of False Documents:

If at any time in future, the documents submitted by you pertaining to your date of birth, residence, family details, educational qualification and/or external work experience etc are found to be false / incorrect, the Company reserves the right to terminate your appointment forthwith besides initiating necessary legal proceedings against you as per law.

7. Code of Conduct:

You will be bound by the Company's Code of Business Conduct & Ethics as applicable from time to time and will be required to sign the 'Code of Business Conduct & Ethics upon your joining the Company. In addition, you will be required to sign an 'Employee Non-Disclosure & Confidentiality Agreement' upon your joining the Organization, which aims to protect the intellectual proprietary rights and business information of the Company and its clients / business associates.

8. Conflict of Interest:

You are expected to carry out your duties and responsibilities diligently, and shall always, safeguard the interest of the Company. During your traineeship / employment in our Company, you are required to devote yourself exclusively to the services of the Company and you shall not undertake yourself directly or indirectly with any business, duties or outside work, either part time or full time, without the prior express permission of the Management. The Company regards conflict of interest as a severe offence, which may lead to strict disciplinary action, including termination of your traineeship / employment without notice.

9. Indemnity:

You shall indemnify the Company against any loss / damage, proceedings which the Company may suffer due to any wrongful acts, negligence and/or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Company to terminate your traineeship / employment on such count or the right of the Company to seek other remedies which the Company may have to make good the loss / damage suffered.

10. The Company reserves the right to add to, amend or vary the forgoing terms and conditions as and when found necessary.

The formal Letter of Appointment will be issued to you upon completion of the Corporate Orientation Program.

Contd....(4)



(4)

Mr. Charit Shrikant Save, Thane - 401502.

Please report for the Corporate Orientation Program commencing on **Monday, 7th August 2023** at **8.45 a.m.** at the following venue:

Godrej & Boyce Mfg. Co. Ltd.
Room No.317, Plant 13 Annexe, 3rd Floor
Pirojshanagar, Vikhroli East, Mumbai 400 079.

Please bring the following with you, when you report for the Corporate Orientation Program:

- All certificates and marksheet in original pertaining to your educational qualification, along with one set of photocopies (S.S.C. or School Leaving Certificate to be submitted as documentary evidence for date of birth).
- Three passport size photographs (in professional attire)
- Photocopy of PAN Card and Aadhar Card.
- Letter from your present/last employer confirming that you have been relieved from their service (only if applicable).
- Original Service Agreement (made on a stamp paper of value Rs.200/-) duly signed by you and your guarantor in all the pages.
- Copy of Final Vaccination Certificate, if not given earlier.

Any dispute, differences or disagreement arising out of the terms & conditions of this Offer Letter & the Service Agreement entered by you with the Company shall be referred to a Sole Arbitrator nominated by the Company under the provisions of Arbitration & Conciliation Act, 1996, whose decision shall be final and binding. The language of the Arbitration shall be English and the location of the same shall be in Vikhroli, Mumbai.

Please email us a scanned copy of last page (i.e., Page no. 4) of the offer letter with your signature as a token of your acceptance of its terms & conditions, within two days of receipt of this email.

We look forward to your joining Team Godrej for a bright and prosperous career with us.

Yours truly,

For Godrej & Boyce Mfg. Co. Ltd.



Harpreet Kaur
Senior Vice President & Head-
Corporate Personnel & Administration

Encl.: As above

I have gone through the terms and conditions of the aforesaid Offer Letter and the Service Agreement. I hereby agree to abide by the same. I will report for the Corporate Orientation Program on _____.

Signature: _____ Date: _____ Mobile Number: _____

APPOINTMENT LETTER FOR Mr. Gurliv Sehra

STRICTLY PRIVATE AND CONFIDENTIAL

Dear Mr. Gurliv Sehra,

We are pleased to appoint you as a Analyst in the Company with effect from July 17, 2023, at Mumbai on the following terms and conditions:

- a) Your designation will be Analyst, and you will be on probation for a period of 6 months from date of joining. After the completion of the probation period of 6 months, you will be confirmed as a Analyst contingent upon satisfactory performance during the probation period.
- b) Your remuneration will be as per Annexure (Page 4) attached to this.
- c) You will be working on fulltime basis, exclusively for the company during your employment with us.

Terms & Conditions

Date of birth

The date of birth declared by you is March 09, 2001 and you will be bound by such date of birth in all service matters related with the Company.

Work Week

Normally Argon Supply Chain Consulting Private Limited (formerly Crimson Supply Chain Consulting Private Limited) work week is a 5 day work week; however, client requirements may force us to work a 6 day work week or extra hours as needed. Your supervisor(s) will be responsible for determining this need and communicating it to you.

Leave

1. During the probation period of 6 months, you will be entitled to 6 days of leave which will be earned on a pro-rated basis at the rate of 1 day per month.
2. At the end of the probation period of 6 months you will be entitled to an all-purpose annual leave of 18 days which will be earned on a pro-rated basis at the rate of 1.5 days per month.
3. Leave for the financial year may be accumulated (maximum of 18 leaves) as per the rules of the Company and could be carried forward till the March of the following financial year, any excess thereof will lapse without notice or advice from the Company.
4. Encashment of leave is not permissible.
5. All leave will be as per Argon & Co India's Leave Policy Document.

Posting & Transfer

Your place of work is indicated in this appointment letter would be Mumbai, India and its surrounding environs and metropolitan area.

Your service may be transferred to any office of the Company or its associate organizations in India or abroad depending upon the exigencies of work. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer the specific terms and conditions applicable to your new location will govern you.

You may be required to proceed from time to time on client or in-house company assignments to stations outside of Mumbai in India or stations overseas. Argon & Co India will be responsible for all approved lodging, travel, and meal expenses incurred by you while out of the Mumbai station. These expenses have to be presented and approved by your supervisor.

In order to be reimbursed for out of station expenses, you must abide by the Argon & Co India's Expense Policy Manual. Any expenses not approved by the manual or any violations of the expense policies in the manual may result in your expenses not being reimbursed at the discretion of your supervisor.

Confidentiality

Confidentiality is a critical aspect of the business of the Company. This refers to any information which may be made available to you, or that you may acquire during the course of your employment in the Company pertaining either to the Company or its Associates or clients.

You are required to maintain confidentiality with respect to all such information including but not limited to proprietary software tools, proprietary training materials, company marketing materials, and proprietary methodology during your employment and thereafter. Failure to do so will render you liable to disciplinary action, termination, and / or damages as decided by any appropriate forum the Company may appoint.

Independence

The Company subscribes to a policy of independence, which will require you to maintain independence in thought and action in all matters relating to clients. You will therefore be required to conduct your business and private affairs in a way that it avoids any allegation(s) that the impartiality of the Company's professional work has been or could be impaired.

Verification

Your employment with the Company is subject to satisfactory verification of your certificates and testimonials. In the event that such verification reveals any discrepancy in the statement(s) made in your application or in the biodata with the Company, your services are liable to be terminated forthwith without any notice or compensation.

General

- a) You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs, its proprietary tools, its methodologies or its clients.
- b) You will be responsible for keeping and returning in good condition and order all the company's property that may be in your use, custody and charge including memory sticks, computers, computer peripherals, cell phones, automobiles, etc.
- c) All rules and regulations of the Company concerning office procedures, discipline and all other employment matters that may be in force from time-to-time shall bind you.

- d) During the continuance of your employment with the Company you will not be engaged in any other trade, business or occupation other than the business of the Company without the written Consent of the Company or Business.

Notice period

If you wish to leave the company for any given reason, it needs to be communicated by means of a written document with 3 complete month's advance notice or salary. If the company wishes to terminate, a month's notice or salary would be followed and would be communicated to you by writing.

In the event that you are in the middle of an assignment, the company may require you to complete all operation parts of the assignment, as determined by the company before agreeing to your release. In such circumstances you will be required to return all documents and property belonging to the company or any of its past or current clients before your last working day in order to obtain release from the company. You are also specifically restrained from keeping copies or extracts of any of the company or client's documentation, computer hardware or software with you, after your release from the services of the company, except with specific written permission.

Kindly confirm the above by countersigning the duplicate of this letter below.

Yours faithfully,



Ravikant Parvataneni
CEO – Argon & Co India

I confirm and accept the above.

Gurliv Sehra

SALARY STRUCTURE FOR Mr. Gurliv Sehra

Sr. No.	Head	Amount (In Rs.)
1	Annual Salary	3,40,000
	Breakup of Gross Salary per month (In Rs.)	
	Basic Total (25% of Gross)	7,083 85,000
	House Rent Allowance Total (60% of Basic)	4,250 51,000
	Conveyance Allowance Total (24% on Basic)	1,700 20,400
	Special Allowance Total (180% on Basic)	12,750 1,53,000
	Medical Reimbursement Total (24% on Basic)	1,700 20,400
	EPF Employer's Contribution (12% on Basic)	850 10,200
	Total Gross Salary Per Month	28,333
2	Bonus that the employee is entitled to on completion of one year after joining the company	60,000
	TOTAL	4,00,000

Signed,



Ravikant Parvataneni
CEO – Argon & Co India

I confirm and accept the above.

Gurliv Sehra



Letter of Intent (LOI)

Superset ID: 3274131

Date: November 25, 2022

Dear Vineet Kirit Solanki,

We are immensely glad to extend a hearty welcome to you to our Cognizant family.

This LOI refers to your application for employment with Cognizant Technology Solutions India Private Limited (" **Cognizant** ") and subsequent discussions. Basis the information and representation provided by you, we have found you suitable for the GenC role and your designation will be **Programmer Analyst Trainee**. Upon final scrutiny, a formal full-time employment Offer Letter with the compensation, terms and conditions, rules, regulations & policies (" **Employment Agreement** ") will be issued, and such Employment Agreement shall be subject to and be effective only upon your successful completion of the full-time internship program or Cognizant identified training programs as opted by you or mandated by Cognizant and background verification. You will have an opportunity to opt for a full-time internship with stipend during your final semester and terms and conditions governing such full-time internship program shall be detailed in the Intern Offer Letter.

It is hereby clarified that participation in this full-time internship program or Cognizant identified training programs shall not deem to constitute you to be an employee of Cognizant and the scope of this full-time internship program or Cognizant identified training programs does not include any supervisory responsibilities and that there is no agency, fiduciary or employer-employee relationship intended or created by reason of this LOI.

During this full-time internship program or Cognizant identified training programs, you shall not be entitled for any benefits paid or made available to Cognizant's full-time employees.

Upon your successfully completion of full-time internship program or Cognizant identified training programs, completion of background verification and being onboarded as an employee under a definitive Employment Agreement, your annual total remuneration shall be **INR 4,01,988/- per annum**. The detailed information on compensation and benefits will be provided in your full-time employment Offer Letter.

This LOI expresses only our intent to enable you participate in the full-time internship program or such Cognizant identified training programs as opted by you or as mandated by Cognizant, and there upon successful completion of the training which brings eligibility to receive a definitive Employment Agreement, subject to completion of hiring formalities, background verification and procedures. Cognizant has zero tolerance towards malpractice in any form and reserves all rights with respect to hiring decisions and issue of full-time Offer. This document is only a letter of intent and does not constitute any contractual relationship between you and Cognizant. Cognizant holds all rights to withhold or cancel this LOI and/or the Intern / Full-time employment Offer Letter due to non-conformance of performance benchmark or moral code of conduct.

Code of Conduct : You shall comply with Cognizants Core Values and Standards of Business Conduct, located at and incorporated herein by reference. <https://www.cognizant.com/us/en/documents/code-of-ethics.pdf>

This LOI from Cognizant is valid for 1 week - 7 calendar days, from the date of the LOI. Hence, you are requested to accept or decline the LOI within 1 week from the date of the LOI. In case we do not receive any response from your end within the aforementioned time period, this LOI shall stand withdrawn, and will be considered as void. Any extension to the LOI validity will be at the sole discretion of Cognizant. Please note that this LOI is not deemed to be considered as an employment contract or offer letter for purposes of joining Cognizant as an employee. For all onboarding formalities, the definitive Employment Agreement is required.

Upon accepting this LOI, you hereby consent for Cognizant Technology Solutions India Private Limited to receive the personal information and/or sensitive personal information ("Personal Information") submitted by you for background verification and share the same with its empaneled vendors located in India for conducting mandatory background checks for employment opportunities with Cognizant.

For further queries, related to Letter of Intent (LOI), please raise a request by clicking "Raise a Query" button in the below link. Use Superset ID as Candidate ID and choose Category as Letter of Intent (LOI).
<https://campus2cognizant.cognizant.com/Pages/Prelogin>

GenC HR Team will reach out to you over email to guide you on the next steps.
Thank you for the interest and stay tuned to hear from us.

Yours sincerely,

For Cognizant Technology Solutions India Pvt. Ltd.

Maya Sreekumar
Vice President - Human Resources





Letter of Intent (LOI)

Superset ID: 3582696

Date: November 25, 2022

Dear Mayuresh Dilip Vadke,

We are immensely glad to extend a hearty welcome to you to our Cognizant family.

This LOI refers to your application for employment with Cognizant Technology Solutions India Private Limited (" **Cognizant** ") and subsequent discussions. Basis the information and representation provided by you, we have found you suitable for the GenC role and your designation will be **Programmer Analyst Trainee**. Upon final scrutiny, a formal full-time employment Offer Letter with the compensation, terms and conditions, rules, regulations & policies (" **Employment Agreement** ") will be issued, and such Employment Agreement shall be subject to and be effective only upon your successful completion of the full-time internship program or Cognizant identified training programs as opted by you or mandated by Cognizant and background verification. You will have an opportunity to opt for a full-time internship with stipend during your final semester and terms and conditions governing such full-time internship program shall be detailed in the Intern Offer Letter.

It is hereby clarified that participation in this full-time internship program or Cognizant identified training programs shall not deem to constitute you to be an employee of Cognizant and the scope of this full-time internship program or Cognizant identified training programs does not include any supervisory responsibilities and that there is no agency, fiduciary or employer-employee relationship intended or created by reason of this LOI.

During this full-time internship program or Cognizant identified training programs, you shall not be entitled for any benefits paid or made available to Cognizant's full-time employees.

Upon your successfully completion of full-time internship program or Cognizant identified training programs, completion of background verification and being onboarded as an employee under a definitive Employment Agreement, your annual total remuneration shall be **INR 4,01,988/- per annum**. The detailed information on compensation and benefits will be provided in your full-time employment Offer Letter.

This LOI expresses only our intent to enable you participate in the full-time internship program or such Cognizant identified training programs as opted by you or as mandated by Cognizant, and there upon successful completion of the training which brings eligibility to receive a definitive Employment Agreement, subject to completion of hiring formalities, background verification and procedures. Cognizant has zero tolerance towards malpractice in any form and reserves all rights with respect to hiring decisions and issue of full-time Offer. This document is only a letter of intent and does not constitute any contractual relationship between you and Cognizant. Cognizant holds all rights to withhold or cancel this LOI and/or the Intern / Full-time employment Offer Letter due to non-conformance of performance benchmark or moral code of conduct.

Code of Conduct : You shall comply with Cognizants Core Values and Standards of Business Conduct, located at and incorporated herein by reference. <https://www.cognizant.com/us/en/documents/code-of-ethics.pdf>

This LOI from Cognizant is valid for 1 week - 7 calendar days, from the date of the LOI. Hence, you are requested to accept or decline the LOI within 1 week from the date of the LOI. In case we do not receive any response from your end within the aforementioned time period, this LOI shall stand withdrawn, and will be considered as void. Any extension to the LOI validity will be at the sole discretion of Cognizant. Please note that this LOI is not deemed to be considered as an employment contract or offer letter for purposes of joining Cognizant as an employee. For all onboarding formalities, the definitive Employment Agreement is required.

Upon accepting this LOI, you hereby consent for Cognizant Technology Solutions India Private Limited to receive the personal information and/or sensitive personal information ("Personal Information") submitted by you for background verification and share the same with its empaneled vendors located in India for conducting mandatory background checks for employment opportunities with Cognizant.

For further queries, related to Letter of Intent (LOI), please raise a request by clicking "Raise a Query" button in the below link. Use Superset ID as Candidate ID and choose Category as Letter of Intent (LOI).
<https://campus2cognizant.cognizant.com/Pages/Prelogin>

GenC HR Team will reach out to you over email to guide you on the next steps.
Thank you for the interest and stay tuned to hear from us.

Yours sincerely,

For Cognizant Technology Solutions India Pvt. Ltd.

Maya Sreekumar
Vice President - Human Resources



Corporate Personnel & Administration Dept.

Ref: HK/P&A/CAMPUS-OFFER'2023-24/CN-433

11th August 2023

Dear Mr. Umair Fakhi,

Greetings from Godrej!

We are delighted to have you coming on board on **21st August 2023**.

We are sure that you are keenly looking forward to what's in store for you upon your joining us.

To make your transition in Godrej smooth, we have planned a comprehensive Corporate Orientation Program at our Vikhroli Establishment in Mumbai.

To enrich you with knowledge, learning, skills and experience during the traineeship, you will be undergoing a structured Training Program comprising of learning inputs in a phased manner:

Phase I (At the time of Joining): - Corporate Orientation Program, followed by:

- Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

Phase II (Mid-Year): - Developmental Program(s)

- Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

Phase III (Upon completion of the Training): - Organization Level Development Programs (Common for all) followed by:

- Advanced Programme of Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

When you take up the assignment, we have earmarked for you, you will have a 'buddy' to help and guide you in the initial days. Please feel free to speak to / write to us for any information that you may need:

Ms. Rachna Bhuse (rachna@godrej.com, Mobile: 9821490425)

Ms. Sameeta Khambe (sameetak@godrej.com, Tel.: +91-22-6796 1431)

We look forward to you becoming part of the exciting growth journey at Godrej!

With best wishes,



Harpreet Kaur
Senior Vice President & Head-
Corporate Personnel & Administration

Encl.: Offer Letter



Corporate Personnel & Administration Dept.

Ref: HK/P&A/CAMPUS-OFFER'2023-24/CN-433

11th August 2023

Mr. Umair Shoaib Fakhi
503, Eternal Dosti CO – OP. HSG. Society
Nadkarni Marg Extn.
Near Wadala Bridge, Wadala (East)
Mumbai - 400037.

TR CAT: C-200

OFFER LETTER

Dear Mr. Umair Fakhi,

With reference to your application and the subsequent interview you had with us, we are pleased to confirm your selection as **Graduate Engineer Trainee** in **Godrej Interio Division**. Your appointment is covered under the provisions of **The Apprentices Act, 1961 and its subsequent amendments thereto**. The terms & conditions are as given below:

1. Place of Posting & Period of Training:

Your initial place of posting will be at our Vikhroli Establishment, Mumbai. The training period will be for a period of twelve (12) months from your date of joining, i.e., **with effect from 21st August 2023.**

2. Consolidated stipend:

You will be paid an All-inclusive Consolidated Stipend of **Rs. 40,000/- (Rupees Forty Thousand only)** per month.

(In the event of any legislation being enacted/made applicable treating the above mentioned "Consolidated Stipend" as "Salary" for the purpose of calculating Provident Fund, Gratuity, House Rent Allowance, Medical or any other direct / indirect benefit or contribution etc., then in such an event, the said "Consolidated Stipend" shall stand adjusted / modified to the extent so that there is no additional financial burden on the Company on this count i.e., the stipend payable to you by the Company, inclusive of all statutory, direct / indirect benefits or contributions, shall not exceed the above mentioned Consolidated Stipend per month).

3. Leave Entitlement:

You will be eligible for Leave as per the Leave Rules of the Organisation applicable to the trainees covered under The Apprentices Act, 1961. The same is subject to change from time to time.

4. General terms & conditions:

- Although it is not mandatory and / or obligatory on the part of the Company to offer you employment upon completion of the training period, you will be considered for any suitable opening that may arise / exists at that point in time, subject to your overall performance, attitude, conduct, attendance & punctuality besides meeting the requisite selection criteria.
- As a part of the terms and conditions mentioned in this Offer Letter, you will be required to sign a Service Agreement for a period of two years (one year as a Trainee and one year subject to being absorbed in regular employment upon successful completion of the training period).

We are enclosing the soft copy of the Service Agreement which you are required to prepare on a **Stamp Paper of value Rs.200/-** and submit the duly filled-in and signed (by you and the guarantor) Agreement on your date of joining. Please note that it is mandatory to carry the Service Agreement on your date of joining along with the Offer acceptance copy.

Contd....(2)



(2)

Mr. Umair Shoaib Fakhri, Mumbai - 400037.

- c) During the training period, you will not be eligible for any Variable Pay (viz., Performance Pay, Sales / Service Incentives etc.).
- d) Your selection as a trainee is subject to you being found medically fit by the Company's Medical Officer or by a Medical Practitioner of Company's choice.
- e) You are liable to be transferred to any of the Company's Establishments / Upcountry Manufacturing Plants / Project Site Office within the territory of India either during your training period or thereafter as per business needs and exigencies. Such transfers will not have any impact on your Consolidated Monthly Stipend. You will follow six days per week work schedule. The salary / stipend disbursement is on the 10th day of every month.
- f) The Divisional HR Team, in consultation with the Functional Heads, shall decide your function / profile as per the business need and exigencies either during the divisional induction program or thereafter. The Management's decision in this regard is final and binding on you.
- g) If and when it is required to impart training to you on a non-working day, you will be required to report for training on such days for which you will be given compensatory off. Similarly, as and when required, you may be called upon to report in second shifts when specific / special training opportunities are available.
- h) If you wish to resign from the traineeship of the Company, the notice period is one month during the training period, and you will be permitted to do so subject to your fulfilling the terms & conditions as per the Service Agreement signed by you. The Company reserves the right not to accept the notice period depending upon business needs and requirements. In case you leave the traineeship without fulfilling the terms & conditions as applicable to you, the Management reserves the right to initiate appropriate proceedings as per law.
- i) Your traineeship can be terminated by the Company at any time by giving you one month notice. Upon successful completion of the training and after absorption in regular employment, the notice period is three months on either side.
- j) The Company reserves the right to terminate your traineeship / employment at any time without notice or payment in lieu thereof if you are found guilty of absence from duty without prior intimation and/or permission for a continuous period of seven days or more, insubordination, non-performance, low productivity, disclosing confidential data or information pertaining to the Company, bonafide loss of confidence, misappropriation of Company's funds, causing damage to the property of the Company, non-compliance of Company rules & regulations besides omission / commission of any act on your part which may be prejudicial to the interest of the Organization.

In case you need further information about the pre-joining / joining process, please contact Mr. S G Kannan (Mobile 9820506928, Email id: sgkannan@godrej.com) or Ms. Aliamma (Mobile 9867066396 Email id: aliamma@godrej.com).

Contd.... (3)



(3)

Mr. Umair Shoaib Fakhi, Mumbai - 400037.

5. Qualification Clause (Declaration of Final Year / Semester Results):

If your selection is being made prior to the declaration of the final semester results of the examination for which you have recently appeared, you are required to inform the Company about the results immediately upon declaration of the same by the University / Institute. You shall submit a copy of the mark sheet / certificate issued by the Institute / University as documentary evidence and produce the original for verification. In case, you do not pass the said degree / diploma examination, your selection / appointment will be deemed to be automatically terminated without notice or payment in lieu of notice with effect from the date of the declaration of the result at the discretion of the Management. Further, if you are unable to submit the official documentary evidence in support of you having secured a final pass in the aforesaid examination prior to the completion of the training period, your appointment will automatically stand terminated without notice at the end of the training period at the discretion of the Management.

6. Submission of False Documents:

If at any time in future, the documents submitted by you pertaining to your date of birth, residence, family details, educational qualification and/or external work experience etc are found to be false / incorrect, the Company reserves the right to terminate your appointment forthwith besides initiating necessary legal proceedings against you as per law.

7. Code of Conduct:

You will be bound by the Company's Code of Business Conduct & Ethics as applicable from time to time and will be required to sign the 'Code of Business Conduct & Ethics upon your joining the Company. In addition, you will be required to sign an 'Employee Non-Disclosure & Confidentiality Agreement' upon your joining the Organization, which aims to protect the intellectual proprietary rights and business information of the Company and its clients / business associates.

8. Conflict of Interest:

You are expected to carry out your duties and responsibilities diligently, and shall always, safeguard the interest of the Company. During your traineeship / employment in our Company, you are required to devote yourself exclusively to the services of the Company and you shall not undertake yourself directly or indirectly with any business, duties or outside work, either part time or full time, without the prior express permission of the Management. The Company regards conflict of interest as a severe offence, which may lead to strict disciplinary action, including termination of your traineeship / employment without notice.

9. Indemnity:

You shall indemnify the Company against any loss / damage, proceedings which the Company may suffer due to any wrongful acts, negligence and/or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Company to terminate your traineeship / employment on such count or the right of the Company to seek other remedies which the Company may have to make good the loss / damage suffered.

10. The Company reserves the right to add to, amend or vary the forgoing terms and conditions as and when found necessary.

The formal Letter of Appointment will be issued to you upon completion of the Corporate Orientation Program.

Contd....(4)



(4)

Mr. Umair Shoaib Fakhi, Mumbai - 400037.

Please report for the Corporate Orientation Program commencing on **Monday, 21st August 2023 at 8.45 a.m.** at the following venue:

Godrej & Boyce Mfg. Co. Ltd.
Room No.317, Plant 13 Annex, 3rd Floor.
Pirojshanagar, Vikhroli East, Mumbai 400 079.

Please bring the following with you, when you report for the Corporate Orientation Program:

- All certificates and marksheet in original pertaining to your educational qualification, along with one set of photocopies (S.S.C. or School Leaving Certificate to be submitted as documentary evidence for date of birth).
- Three passport size photographs (in professional attire)
- Photocopy of PAN Card and Aadhar Card.
- Letter from your present/last employer confirming that you have been relieved from their service (only if applicable).
- Original Service Agreement (made on a stamp paper of value Rs.200/-) duly signed by you and your guarantor in all the pages.
- Copy of Final Vaccination Certificate, if not given earlier.

Any dispute, differences or disagreement arising out of the terms & conditions of this Offer Letter & the Service Agreement entered by you with the Company shall be referred to a Sole Arbitrator nominated by the Company under the provisions of Arbitration & Conciliation Act, 1996, whose decision shall be final and binding. The language of the Arbitration shall be English and the location of the same shall be in Vikhroli, Mumbai.

Please email us a scanned copy of last page (i.e., Page no. 4) of the offer letter with your signature as a token of your acceptance of its terms & conditions, within two days of receipt of this email.

We look forward to your joining Team Godrej for a bright and prosperous career with us.

Yours truly,

For Godrej & Boyce Mfg. Co. Ltd.



Harpreet Kaur
Senior Vice President & Head-
Corporate Personnel & Administration

Encl.: As above

I have gone through the terms and conditions of the aforesaid Offer Letter and the Service Agreement. I hereby agree to abide by the same. I will report for the Corporate Orientation Program on _____.

Signature: _____ Date: _____ Mobile Number: _____

Corporate Personnel & Administration Dept.

Ref: HK/P&A/CAMPUS-OFFER'2023-24/CN-117

23rd June 2023

Dear Mr. Kaviraj,

Greetings from Godrej!

We are delighted to have you coming on board on **10th July 2023**.

We are sure that you are keenly looking forward to what's in store for you upon your joining us.

To make your transition in Godrej smooth, we have planned a comprehensive Corporate Orientation Program at our Vikhroli Establishment in Mumbai.

Your portfolio / assignment and the place of posting will be shared with you after the Corporate Orientation Program.

To enrich you with knowledge, learning, skills and experience during the traineeship, you will be undergoing a structured Training Program comprising of learning inputs in a phased manner:

Phase I (At the time of Joining): - Corporate Orientation Program, followed by:

- Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

Phase II (Mid-Year): - Developmental Program(s)

- Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

Phase III (Upon completion of the Training): - Organization Level Development Programs (Common for all) followed by:

- Advanced Programme of Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

When you take up the assignment, we have earmarked for you, you will have a 'buddy' to help and guide you in the initial days. Please feel free to speak to / write to us for any information that you may need:

Ms. Rachna Bhuse (rachna@godrej.com, Mobile: 9821490425)

Ms. Sameeta Khambe (sameetak@godrej.com, Tel.: +91-22-6796 1431)

We look forward to you becoming part of the exciting growth journey at Godrej!

With best wishes,



Harpreet Kaur
Senior Vice President & Head-
Corporate Personnel & Administration

Encl.: Offer Letter



Corporate Personnel & Administration Dept.

Ref: HK/P&A/CAMPUS-OFFER'2023-24/CN-117

23rd June 2023

Mr. Kaviraj Easwaran
27,101/102, CSR Complex (Mhada)
Near Atharva College
Opp. Ekta Nagar, Kandivali (West)
Mumbai - 400067
Mob: 7208240544

TR CAT: C-200

OFFER LETTER

Dear Mr. Kaviraj,

With reference to your application and the subsequent interview you had with us, we are pleased to confirm your selection as **Graduate Engineer Trainee** in our Organization. Your appointment is covered under the provisions of **The Apprentices Act, 1961 and its subsequent amendments thereto**. The terms & conditions are as given below:

1. Place of Posting & Period of Training:

Your initial place of posting will be at our Vikhroli Establishment, Mumbai. The training period will be for a period of twelve (12) months from your date of joining, i.e., **with effect from 10th July 2023.**

2. Consolidated stipend:

You will be paid an All-inclusive Consolidated Stipend of **Rs. 36,000/- (Rupees Thirty-Six Thousand only)** per month.

(In the event of any legislation being enacted/made applicable treating the above mentioned "Consolidated Stipend" as "Salary" for the purpose of calculating Provident Fund, Gratuity, House Rent Allowance, Medical or any other direct / indirect benefit or contribution etc., then in such an event, the said "Consolidated Stipend" shall stand adjusted / modified to the extent so that there is no additional financial burden on the Company on this count i.e., the stipend payable to you by the Company, inclusive of all statutory, direct / indirect benefits or contributions, shall not exceed the above mentioned Consolidated Stipend per month).

3. Leave Entitlement:

You will be eligible for Leave as per the Leave Rules of the Organisation applicable to the trainees covered under The Apprentices Act, 1961. The same is subject to change from time to time.

4. General terms & conditions:

- a) Although it is not mandatory and / or obligatory on the part of the Company to offer you employment upon completion of the training period, you will be considered for any suitable opening that may arise / exists at that point in time, subject to your overall performance, attitude, conduct, attendance & punctuality besides meeting the requisite selection criteria.
- b) As a part of the terms and conditions mentioned in this Offer Letter, you will be required to sign a Service Agreement for a period of two years (one year as a Trainee and one year subject to being absorbed in regular employment upon successful completion of the training period).

We are enclosing the soft copy of the Service Agreement which you are required to prepare on a **Stamp Paper of value Rs.200/-** and submit the duly filled-in and signed (by you and the guarantor) Agreement on your date of joining. Please note that it is mandatory to carry the Service Agreement on your date of joining along with the Offer acceptance copy.

Contd....(2)



(2)

Mr. Kaviraj Easwaran, Mumbai - 400067.

- c) During the training period, you will not be eligible for any Variable Pay (viz., Performance Pay, Sales / Service Incentives etc.).
- d) Your selection as a trainee is subject to you being found medically fit by the Company's Medical Officer or by a Medical Practitioner of Company's choice.
- e) While your initial place of training / posting will be at our Vikhroli Establishment, you are liable to be transferred to any of the Company's Establishments / Upcountry Manufacturing Plants / Project Site Office within the territory of India during your training period and/or thereafter and the same will not have any impact on your Consolidated Monthly Stipend. You will be adhering to six days per week work schedule. The salary/stipend disbursement is on the 10th day of every month.
- f) The Management shall decide your Function (Profile), Division and the Place of Posting as per the business need and exigencies, and the same shall be communicated to you during the Corporate Orientation Program. The Management's decision in this regard shall be final and binding on you.
- g) If and when it is required to impart training to you on a non-working day, you will be required to report for training on such days for which you will be given compensatory off. Similarly, as and when required, you may be called upon to report in second shifts when specific / special training opportunities are available.
- h) If you wish to resign from the traineeship of the Company, the notice period is one month during the training period, and you will be permitted to do so subject to your fulfilling the terms & conditions as per the Service Agreement signed by you. The Company reserves the right not to accept the notice period depending upon business needs and requirements. In case you leave the traineeship without fulfilling the terms & conditions as applicable to you, the Management reserves the right to initiate appropriate proceedings as per law.
- i) Your traineeship can be terminated by the Company at any time by giving you one month notice. Upon successful completion of the training and after absorption in regular employment, the notice period is three months on either side.
- j) The Company reserves the right to terminate your traineeship / employment at any time without notice or payment in lieu thereof if you are found guilty of absence from duty without prior intimation and/or permission for a continuous period of seven days or more, insubordination, non-performance, low productivity, disclosing confidential data or information pertaining to the Company, bonafide loss of confidence, misappropriation of Company's funds, causing damage to the property of the Company, non-compliance of Company rules & regulations besides omission / commission of any act on your part which may be prejudicial to the interest of the Organization.

In case you need further information about the pre-joining / joining process, please contact Mr. S G Kannan (Mobile 9820506928, Email id: sgkannan@godrej.com) or Ms. Aliamma (Mobile 9867066396 Email id: aliamma@godrej.com).

Contd.... (3)



(3)

Mr. Kaviraj Easwaran, Mumbai - 400067.

5. Qualification Clause (Declaration of Final Year / Semester Results):

If your selection is being made prior to the declaration of the final semester results of the examination for which you have recently appeared, you are required to inform the Company about the results immediately upon declaration of the same by the University / Institute. You shall submit a copy of the mark sheet / certificate issued by the Institute / University as documentary evidence and produce the original for verification. In case, you do not pass the said degree / diploma examination, your selection / appointment will be deemed to be automatically terminated without notice or payment in lieu of notice with effect from the date of the declaration of the result at the discretion of the Management. Further, if you are unable to submit the official documentary evidence in support of you having secured a final pass in the aforesaid examination prior to the completion of the training period, your appointment will automatically stand terminated without notice at the end of the training period at the discretion of the Management.

6. Submission of False Documents:

If at any time in future, the documents submitted by you pertaining to your date of birth, residence, family details, educational qualification and/or external work experience etc are found to be false / incorrect, the Company reserves the right to terminate your appointment forthwith besides initiating necessary legal proceedings against you as per law.

7. Code of Conduct:

You will be bound by the Company's Code of Business Conduct & Ethics as applicable from time to time and will be required to sign the 'Code of Business Conduct & Ethics upon your joining the Company. In addition, you will be required to sign an 'Employee Non-Disclosure & Confidentiality Agreement' upon your joining the Organization, which aims to protect the intellectual proprietary rights and business information of the Company and its clients / business associates.

8. Conflict of Interest:

You are expected to carry out your duties and responsibilities diligently, and shall always, safeguard the interest of the Company. During your traineeship / employment in our Company, you are required to devote yourself exclusively to the services of the Company and you shall not undertake yourself directly or indirectly with any business, duties or outside work, either part time or full time, without the prior express permission of the Management. The Company regards conflict of interest as a severe offence, which may lead to strict disciplinary action, including termination of your traineeship / employment without notice.

9. Indemnity:

You shall indemnify the Company against any loss / damage, proceedings which the Company may suffer due to any wrongful acts, negligence and/or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Company to terminate your traineeship / employment on such count or the right of the Company to seek other remedies which the Company may have to make good the loss / damage suffered.

10. The Company reserves the right to add to, amend or vary the forgoing terms and conditions as and when found necessary.

The formal Letter of Appointment will be issued to you upon completion of the Corporate Orientation Program.

Contd....(4)



(4)

Mr. Kaviraj Easwaran, Mumbai - 400067.

Please report for the Corporate Orientation Program commencing on **Monday, 10th July 2023** at **8.45 a.m.** at the following venue:

Godrej & Boyce Mfg. Co. Ltd.
Room No.317, Plant 13 Annexe, 3rd Floor
Pirojshanagar, Vikhroli East, Mumbai 400 079.

Please bring the following with you, when you report for the Corporate Orientation Program:

- All certificates and marksheet in original pertaining to your educational qualification, along with one set of photocopies (S.S.C. or School Leaving Certificate to be submitted as documentary evidence for date of birth).
- Three passport size photographs (in professional attire)
- Photocopy of PAN Card and Aadhar Card.
- Letter from your present/last employer confirming that you have been relieved from their service (only if applicable).
- Original Service Agreement (made on a stamp paper of value Rs.200/-) duly signed by you and your guarantor in all the pages.
- Copy of Final Vaccination Certificate, if not given earlier.

Any dispute, differences or disagreement arising out of the terms & conditions of this Offer Letter & the Service Agreement entered by you with the Company shall be referred to a Sole Arbitrator nominated by the Company under the provisions of Arbitration & Conciliation Act, 1996, whose decision shall be final and binding. The language of the Arbitration shall be English and the location of the same shall be in Vikhroli, Mumbai.

Please email us a scanned copy of last page (i.e., Page no. 4) of the offer letter with your signature as a token of your acceptance of its terms & conditions, within two days of receipt of this email.

We look forward to your joining Team Godrej for a bright and prosperous career with us.

Yours truly,

For Godrej & Boyce Mfg. Co. Ltd.



Harpreet Kaur
Senior Vice President & Head-
Corporate Personnel & Administration

Encl.: As above

I have gone through the terms and conditions of the aforesaid Offer Letter and the Service Agreement. I hereby agree to abide by the same. I will report for the Corporate Orientation Program on _____.

Signature: _____ Date: _____ Mobile Number: _____

Date: September 7th, 2023

To,
Ms. Shravani Tari

Dear Shravani,

We would like to congratulate you for your selection as “**Graduate Engineer Trainee**”. This letter indicates your formal enrollment in the Programme subject to the terms and conditions mentioned below:

1. Your training Programme will commence from 18th September 2023.
2. This program would last for 18 months depending upon the duration of the assignments and successful completion of those assignments
3. You will be entitled to receive annual stipend of Rs.500,000/- (Rs. Five Lacs only)
4. You will be absorbed in the regular employment of the company subject to the successful completion of your learning assignments and subject to the availability of an open position at the given point of time
5. This offer is subject to proof and verification of your testimonials, proof of your certificates and reference check of good conduct from college.
6. This enrollment is contingent upon:
 - a. Your successful completion of your academic degree/course
 - b. Satisfactory Reference Check from your college.
 - c. Your formal acceptance to this offer

I look forward to having you join the Portescap India team. This position will allow you a substantial learning opportunity and challenge to leverage your technical skills and relationships, and an opportunity to make a meaningful contribution to the organization and to your career for moving forward.

Once again, I take this opportunity to congratulate you on your selection and look forward to your joining at Portescap India for a healthy career.

Thanking you,

For Portescap India Pvt. Ltd.,



Souresh Banerjee
General Manager – Human Resources

Portescap India Pvt. Ltd.

Unit 2, SDF - 1, SEEPZ - SEZ, Andheri (E), Mumbai - 400 096, India

Tel. : ++91-22-4200 4100 Fax : ++91-22-42004036

CIN : U31103MH 1994PTC 137603

Name: Vailanka Louis

Mobile No.: 9637870746

Email ID: vailankalouis@gmail.com

College / University: Fr. Conceicao Rodrigues College of Engineering

Degree / Branch: Bachelor of Engineering (Production Engineering)

Dear Vailanka,

It was great interacting with you during the campus interview process. We are pleased to let you know that you have cleared our selection process, accordingly we intent to offer you to be a part of the Zycus family.

Your intended designation would be **Trainee – Business Development at Grade 4a** and we intend to offer you an annual compensation of **INR 6,50,000/-**

Please note that this is not a formal offer letter. We will issue a formal offer letter to you on the date of your joining and post successful completion of your final semester degree/diploma examination (if any).

Further at the time of joining Zycus, you shall be required to complete the joining formalities, which includes acceptance of employment terms and conditions and other agreements.

For Zycus Infotech Pvt. Ltd

Authorized Signatory

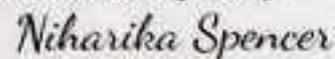


Signed on 08/10/2022 | 10:56:48 (GMT +5:30)

Name: Sam Thomas

Designation: AVP- Business Development

Authorized Signatory



Signed on 08/10/2022 | 10:58:15 (GMT +5:30)

Recruiter's Name: Niharika Spencer

Designation: Executive-Talent Acquisition

I hereby accept the Letter of Intent and the terms and conditions provided in this letter.

Candidate's Name: Vailanka Louis

Signature:



Date: 19-08-2022

Name: Sahil Nikalje

Mobile No.: 7977945350

Email ID: 9t8.sahil@gmail.com

College / University: Fr. Conceicao Rodrigues College of Engineering

Degree / Branch: Bachelor of Engineering (Production Engineering)

Dear Sahil,

It was great interacting with you during the campus interview process. We are pleased to let you know that you have cleared our selection process, accordingly we intend to offer you to be a part of the Zycus family.

Your intended designation would be **Trainee – Business Development at Grade 4a** and we intend to offer you an annual compensation of **INR 6,50,000/-**

Please note that this is not a formal offer letter. We will issue a formal offer letter to you on the date of your joining and post successful completion of your final semester degree/diploma examination (if any).

Further at the time of joining Zycus, you shall be required to complete the joining formalities, which includes acceptance of employment terms and conditions and other agreements.

For Zycus Infotech Pvt. Ltd

Authorized Signatory



Signed on 08/19/2022 | 19:57:16 (GMT +5:30)

Name: Sam Thomas

Designation: AVP- Business Development

Authorized Signatory

Niharika Spencer

Signed on 08/19/2022 | 18:50:11 (GMT +5:30)

Recruiter's Name: Niharika Spencer

Designation: Executive-Talent Acquisition

I hereby accept the Letter of Intent and the terms and conditions provided in this letter.

Candidate's Name: Sahil Nikalje

Signature: *Sahil Nikalje*

Signed on 08/19/2022 | 20:03:12 (GMT +5:30)

Date: 08/19/2022 | 20:03:12 (GMT +5:30)

February 27, 2023

To,
Mr. Omkar Parab
Fr. Agnel's C.Rodrigues College of Engineering,
Fr. Agnel Ashram, Bandstand, Bandra(W),
Mumbai - 400050. Maharashtra

Omkar,

Subject : Offer of a full time position with Argon Supply Chain Consulting Pvt. Ltd.

We are pleased to offer you the position of an Analyst with Argon Supply Chain Consulting Pvt. Ltd. with effect from on or before 05th June 2023, subject to successful completion of final exams. You would be a full-time employee hired at the Mumbai office. You are being offered a CTC remuneration of Rs. 4 Lakhs per annum.

S. No.	Head	Amount in Rs.
1	Annual Salary	INR 3,40,000/-
2	Bonus that the employee is entitled to on completion of one year after joining the company	INR 60,000/-
	TOTAL	INR 4,00,000/-

Please respond to this offer by countersigning this letter and returning it to us. Please feel free to contact us at careers@argonandco.com or call on +91 22 2832 2676 in case of any questions.

Sincerely,



Ravikant Parvataneni
CEO – Argon & Co India

I accept the offer from
Argon & Co India

Mr. Omkar Parab
Date: 01/03/2023



Offer: Computer Consultancy
Ref: TCSL/CT20223905720/Mumbai
Date: 29/07/2022

Mr. Dhiraj Pralhad Shewale
N-42-Jb3-8/8 Shani Chowk Pavan Nagar Cidco NashikPavan Nagar,
Cidco,
Nashik-422009,
Maharashtra.
Tel# -

Dear Dhiraj Pralhad Shewale,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto ₹60,000 over and above your CTC during the first year. The Learning Incentive pay outs made as per your eligibility are recoverable, if you cease to be employed with TCSL, within 12 months of joining TCSL.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.



12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

This contract of traineeship in TCS and subsequent employment post successful completion of your traineeship is terminable by you by giving 90 days notice in writing. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily serve the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion in the interest of business.

i. This contract of traineeship and subsequent employment post successful completion of your traineeship may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

ii. Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by TCS at its sole discretion having regard to the responsibilities shouldered by you while being in the employment of TCS and business continuity.



16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Sri Lankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

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- address affidavits etc.)
- Passport / Acknowledgement letter of passport application
 - Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
 - 4 passport sized photographs
 - Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
 - An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
 - If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.



22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.



(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Dhiraj Pralhad Shewale
Designation	Assistant System Engineer-Trainee
Institute Name	Fr. Conscience Rodrigues College Of Engg, Bandra

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

<p>Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot R 41, Gandhinagar - 382007</p>	<p>Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka</p>
<p>BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue: Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024</p>	<p>Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119</p>
<p>DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana</p>	<p>DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glexy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP</p>
<p>Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFI House,G.S. Road, Dispur,Guwahati - 781006,Assam</p>	<p>Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad</p>
<p>INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh</p>	<p>KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - 11F/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords</p>
<p>KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042</p>	<p>MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokhron Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606</p>
<p>NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,</p>	<p>PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra</p>
<p>Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India</p>	



Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

Corporate Personnel & Administration Dept.

Ref: HK/P&A/CAMPUS-OFFER'2023-24/CN-102

23rd June 2023

Dear Mr. Shanikumar Ahirwar,

Greetings from Godrej!

We are delighted to have you coming on board on **10th July 2023**.

We are sure that you are keenly looking forward to what's in store for you upon your joining us.

To make your transition in Godrej smooth, we have planned a comprehensive Corporate Orientation Program at our Vikhroli Establishment in Mumbai.

Your portfolio / assignment and the place of posting will be shared with you after the Corporate Orientation Program.

To enrich you with knowledge, learning, skills and experience during the traineeship, you will be undergoing a structured Training Program comprising of learning inputs in a phased manner:

Phase I (At the time of Joining): - Corporate Orientation Program, followed by:

- Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

Phase II (Mid-Year): - Developmental Program(s)

- Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

Phase III (Upon completion of the Training): - Organization Level Development Programs (Common for all) followed by:

- Advanced Programme of Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

When you take up the assignment, we have earmarked for you, you will have a 'buddy' to help and guide you in the initial days. Please feel free to speak to / write to us for any information that you may need:

Ms. Rachna Bhuse (rachna@godrej.com, Mobile: 9821490425)

Ms. Sameeta Khambe (sameetak@godrej.com, Tel.: +91-22-6796 1431)

We look forward to you becoming part of the exciting growth journey at Godrej!

With best wishes,



Harpreet Kaur
Senior Vice President & Head-
Corporate Personnel & Administration

Encl.: Offer Letter



Corporate Personnel & Administration Dept.

Ref: HK/P&A/CAMPUS-OFFER'2023-24/CN-102

23rd June 2023

Mr. Shanikumar Bhimraj Ahirwar
A/103, Omkar Heights
Sangoda Road
Near Nutan Hindi School
Thane- 421605
Mob: 7977046582

TR CAT: C-200

OFFER LETTER

Dear Mr. Shanikumar Ahirwar,

With reference to your application and the subsequent interview you had with us, we are pleased to confirm your selection as **Graduate Engineer Trainee** in our Organization. Your appointment is covered under the provisions of **The Apprentices Act, 1961 and its subsequent amendments thereto**. The terms & conditions are as given below:

1. Place of Posting & Period of Training:

Your initial place of posting will be at our Vikhroli Establishment, Mumbai. The training period will be for a period of twelve (12) months from your date of joining, i.e., **with effect from 10th July 2023.**

2. Consolidated stipend:

You will be paid an All-inclusive Consolidated Stipend of **Rs. 36,000/- (Rupees Thirty-Six Thousand only)** per month.

(In the event of any legislation being enacted/made applicable treating the above mentioned "Consolidated Stipend" as "Salary" for the purpose of calculating Provident Fund, Gratuity, House Rent Allowance, Medical or any other direct / indirect benefit or contribution etc., then in such an event, the said "Consolidated Stipend" shall stand adjusted / modified to the extent so that there is no additional financial burden on the Company on this count i.e., the stipend payable to you by the Company, inclusive of all statutory, direct / indirect benefits or contributions, shall not exceed the above mentioned Consolidated Stipend per month).

3. Leave Entitlement:

You will be eligible for Leave as per the Leave Rules of the Organisation applicable to the trainees covered under The Apprentices Act, 1961. The same is subject to change from time to time.

4. General terms & conditions:

- Although it is not mandatory and / or obligatory on the part of the Company to offer you employment upon completion of the training period, you will be considered for any suitable opening that may arise / exists at that point in time, subject to your overall performance, attitude, conduct, attendance & punctuality besides meeting the requisite selection criteria.
- As a part of the terms and conditions mentioned in this Offer Letter, you will be required to sign a Service Agreement for a period of two years (one year as a Trainee and one year subject to being absorbed in regular employment upon successful completion of the training period).

We are enclosing the soft copy of the Service Agreement which you are required to prepare on a **Stamp Paper of value Rs.200/-** and submit the duly filled-in and signed (by you and the guarantor) Agreement on your date of joining. Please note that it is mandatory to carry the Service Agreement on your date of joining along with the Offer acceptance copy.

Contd....(2)



(2)

Mr. Shanikumar Bhimraj Ahirwar, Thane- 421605.

- c) During the training period, you will not be eligible for any Variable Pay (viz., Performance Pay, Sales / Service Incentives etc.).
- d) Your selection as a trainee is subject to you being found medically fit by the Company's Medical Officer or by a Medical Practitioner of Company's choice.
- e) While your initial place of training / posting will be at our Vikhroli Establishment, you are liable to be transferred to any of the Company's Establishments / Upcountry Manufacturing Plants / Project Site Office within the territory of India during your training period and/or thereafter and the same will not have any impact on your Consolidated Monthly Stipend. You will be adhering to six days per week work schedule. The salary/stipend disbursement is on the 10th day of every month.
- f) The Management shall decide your Function (Profile), Division and the Place of Posting as per the business need and exigencies, and the same shall be communicated to you during the Corporate Orientation Program. The Management's decision in this regard shall be final and binding on you.
- g) If and when it is required to impart training to you on a non-working day, you will be required to report for training on such days for which you will be given compensatory off. Similarly, as and when required, you may be called upon to report in second shifts when specific / special training opportunities are available.
- h) If you wish to resign from the traineeship of the Company, the notice period is one month during the training period, and you will be permitted to do so subject to your fulfilling the terms & conditions as per the Service Agreement signed by you. The Company reserves the right not to accept the notice period depending upon business needs and requirements. In case you leave the traineeship without fulfilling the terms & conditions as applicable to you, the Management reserves the right to initiate appropriate proceedings as per law.
- i) Your traineeship can be terminated by the Company at any time by giving you one month notice. Upon successful completion of the training and after absorption in regular employment, the notice period is three months on either side.
- j) The Company reserves the right to terminate your traineeship / employment at any time without notice or payment in lieu thereof if you are found guilty of absence from duty without prior intimation and/or permission for a continuous period of seven days or more, insubordination, non-performance, low productivity, disclosing confidential data or information pertaining to the Company, bonafide loss of confidence, misappropriation of Company's funds, causing damage to the property of the Company, non-compliance of Company rules & regulations besides omission / commission of any act on your part which may be prejudicial to the interest of the Organization.

In case you need further information about the pre-joining / joining process, please contact Mr. S G Kannan (Mobile 9820506928, Email id: sgkannan@godrej.com) or Ms. Aliamma (Mobile 9867066396 Email id: aliamma@godrej.com).

Contd.... (3)



(3)

Mr. Shanikumar Bhimraj Ahirwar, Thane- 421605.

5. Qualification Clause (Declaration of Final Year / Semester Results):

If your selection is being made prior to the declaration of the final semester results of the examination for which you have recently appeared, you are required to inform the Company about the results immediately upon declaration of the same by the University / Institute. You shall submit a copy of the mark sheet / certificate issued by the Institute / University as documentary evidence and produce the original for verification. In case, you do not pass the said degree / diploma examination, your selection / appointment will be deemed to be automatically terminated without notice or payment in lieu of notice with effect from the date of the declaration of the result at the discretion of the Management. Further, if you are unable to submit the official documentary evidence in support of you having secured a final pass in the aforesaid examination prior to the completion of the training period, your appointment will automatically stand terminated without notice at the end of the training period at the discretion of the Management.

6. Submission of False Documents:

If at any time in future, the documents submitted by you pertaining to your date of birth, residence, family details, educational qualification and/or external work experience etc are found to be false / incorrect, the Company reserves the right to terminate your appointment forthwith besides initiating necessary legal proceedings against you as per law.

7. Code of Conduct:

You will be bound by the Company's Code of Business Conduct & Ethics as applicable from time to time and will be required to sign the `Code of Business Conduct & Ethics upon your joining the Company. In addition, you will be required to sign an `Employee Non-Disclosure & Confidentiality Agreement' upon your joining the Organization, which aims to protect the intellectual proprietary rights and business information of the Company and its clients / business associates.

8. Conflict of Interest:

You are expected to carry out your duties and responsibilities diligently, and shall always, safeguard the interest of the Company. During your traineeship / employment in our Company, you are required to devote yourself exclusively to the services of the Company and you shall not undertake yourself directly or indirectly with any business, duties or outside work, either part time or full time, without the prior express permission of the Management. The Company regards conflict of interest as a severe offence, which may lead to strict disciplinary action, including termination of your traineeship / employment without notice.

9. Indemnity:

You shall indemnify the Company against any loss / damage, proceedings which the Company may suffer due to any wrongful acts, negligence and/or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Company to terminate your traineeship / employment on such count or the right of the Company to seek other remedies which the Company may have to make good the loss / damage suffered.

10. The Company reserves the right to add to, amend or vary the forgoing terms and conditions as and when found necessary.

The formal Letter of Appointment will be issued to you upon completion of the Corporate Orientation Program.

Contd....(4)



(4)

Mr. Shanikumar Bhimraj Ahirwar, Thane- 421605.

Please report for the Corporate Orientation Program commencing on **Monday, 10th July 2023** at **8.45 a.m.** at the following venue:

Godrej & Boyce Mfg. Co. Ltd.
Room No.317, Plant 13 Annexe, 3rd Floor
Pirojshanagar, Vikhroli East, Mumbai 400 079.

Please bring the following with you, when you report for the Corporate Orientation Program:

- All certificates and marksheet in original pertaining to your educational qualification, along with one set of photocopies (S.S.C. or School Leaving Certificate to be submitted as documentary evidence for date of birth).
- Three passport size photographs (in professional attire)
- Photocopy of PAN Card and Aadhar Card.
- Letter from your present/last employer confirming that you have been relieved from their service (only if applicable).
- Original Service Agreement (made on a stamp paper of value Rs.200/-) duly signed by you and your guarantor in all the pages.
- Copy of Final Vaccination Certificate, if not given earlier.

Any dispute, differences or disagreement arising out of the terms & conditions of this Offer Letter & the Service Agreement entered by you with the Company shall be referred to a Sole Arbitrator nominated by the Company under the provisions of Arbitration & Conciliation Act, 1996, whose decision shall be final and binding. The language of the Arbitration shall be English and the location of the same shall be in Vikhroli, Mumbai.

Please email us a scanned copy of last page (i.e., Page no. 4) of the offer letter with your signature as a token of your acceptance of its terms & conditions, within two days of receipt of this email.

We look forward to your joining Team Godrej for a bright and prosperous career with us.

Yours truly,

For Godrej & Boyce Mfg. Co. Ltd.



Harpreet Kaur
Senior Vice President & Head-
Corporate Personnel & Administration

Encl.: As above

I have gone through the terms and conditions of the aforesaid Offer Letter and the Service Agreement. I hereby agree to abide by the same. I will report for the Corporate Orientation Program on _____.

Signature: _____ Date: _____ Mobile Number: _____

Ref: HR/JUN/23/A3/60801023/60552203/1001473499

Date: 19 June, 2023

Mr. Hrishikesh Isame
Bhalchandra A ,ghantali,gaodevi,thane w
Bhalchandra A ,ghantali,gaodevi,thane w
Naupada Thane 400602
Maharashtra, India

Dear **Mr. Hrishikesh**

This is with reference to your application and subsequent interview you had with us.

We are pleased to offer you employment as **Graduate Trainee Engineer** in **Senior Executive - A3 grade** in our business on the following terms and conditions:

1. PLACE OF POSTING:

Your initial posting will be at **Navi Mumbai, Maharashtra.**

However, during employment with the Company, you may be posted at any other location in India or abroad, without any additional remuneration. Further your services may be transferred to any other Reliance Group Company.

This offer is subject to your joining us on or before 18 September, 2023.

2. COMPENSATION:

Your compensation on a Cost to Company (CTC) basis will be **Rs. 4,00,000/- (Rupees Four Lac(s) Only) per annum** and will be payable as under. Please refer to Annexure 1A for detailed breakup of your CTC.

i. Fixed Pay: Rs. 3,60,000/- (Rupees Three Lac(s) Sixty Thousand Only) per annum.

This includes Basic Pay and Choice Pay that consists of other allowances, benefits, perquisites etc. as per the compensation policy of the company.

ii. Retirals: Rs. 29,034/- (Rupees Twenty Nine Thousand Thirty Four Only) per annum.

This includes:

- Provident Fund @ 12% of PF Wages (i.e. Basic Pay + Personnel Special Allowance, wherever paid) and may be capped at applicable Statutory Wage Limit or actual PF Wages depending on company policy.
- Gratuity @4.81% of Basic Pay and paid as per provisions of The Payment of Gratuity Act 1972.

iii. Performance Linked Incentive (PLI): Your target PLI will be **Rs. 40,000/- (Rupees Forty Thousand Only) per annum**, the payment of which will depend on the performance level of the individual, the concerned business, and the overall organization subject to the PLI policy which will be decided by the company from time to time. PLI is payable subject to the employee being on the rolls of the company and not serving notice period on the date the amount is disbursed, notwithstanding any delay on the announcement of such disbursement. PLI is a discretionary plan and does not result in a guarantee or entitlement of payment to any individual. As such, Reliance reserves the right to vary, amend, terminate or withdraw the PLI plan at any time (including at any time during the on-going performance year) and without prior notice. Further, Reliance may withhold payment of PLI from any employee who has or may have committed any illegal, fraudulent or unethical act, or who has or may have violated any company policy or procedure including the Reliance Code of Conduct, all within the sole discretionary interpretation of Reliance.

Reliance Retail Limited

CIN: U01100MH1999PLC120563 Phone: +91 22 35553800

3. Confirmation:

You will be under training for a period of one year from the date of joining the Company. During training you will be undergoing various assessments at the end of which there will be a final assessment. Your confirmation on permanent rolls of the company solely depends on the discretion of the management and the same is not a matter of right in any manner whatsoever.

Management reserves the right to terminate your training either during the training period or on completion of the same without assigning any reasons whatsoever.

Any offered candidate, is eligible to join the services. However, in case at the time of on-boarding if you are not able to provide confirmation of successful completion of course, the on-boarding will be treated as provisional until required documents viz. Education Passing Certificates are submitted with the organization. In the event of your failure to submit the copy of passing certificates/documents within 3 months of completion of your final curriculum, the offer will stand withdrawn and the candidate will be terminated from the services without notice period or notice pay in lieu thereof.

4. GENERAL:

You may choose components of your CTC as per your requirement, being referred as Choice Pay. In the year of joining and leaving the Company, the CTC will be pro-rated based on the number of days you are in the employment of the Company.

The available CTC components along with limits have been detailed in Annexure 1B.

The components within each category of payment are discretionary and the Company has the right to change these components at any time without notice. Your compensation and all other payments received by you would be subject to the prevailing tax rules and regulations.

The Annexure 1A and the detailed "Terms & Conditions of Employment" in Annexure 2 together sets forth the terms and conditions under which the Company would employ you and become effective from the date you join the Company. Your acceptance of the offer of employment would be on the basis of these terms and conditions of employment.

You are requested to sign and return to the Company a copy of this letter containing Annexure 1A and "Terms & Conditions of Employment" in Annexure 2, as confirmation of your acceptance.

This offer and appointment letter shall automatically stand withdrawn in case we do not receive your acknowledgement and acceptance within ten days from issue of this letter.

We wish you a long and successful association with us.

Sincerely yours,
For Reliance Retail Limited



Bani Sushil Khurana

ACKNOWLEDGEMENT & ACCEPTANCE

Reliance Retail Limited

CIN: U01100MH1999PLC120563 Phone: +91 22 3553800



I have read and understood all terms and conditions relating to my appointment/ employment and declare that I hereby unconditionally and irrevocably accept the same.

I shall report for duty on _____

SIGNATURE: _____

DATE: _____

Reliance Retail Limited

CIN: U01100MH1999PLC120563 Phone: +91 22 35553800

Annexure 1A			
Name: Hrishikesh Isame			
EARNINGS			
CTC Components		Proposed CTC (Rs.)	
		Monthly	Annual
A. Fixed Pay			
1	Basic Pay	12,879	1,54,548
Choice Pay			
2	Conveyance	Refer to Annexure 1B	
3	Fuel & Maintenance	Refer to Annexure 1B	
4	Leave Travel Allowance	Refer to Annexure 1B	
5	Medical Reimbursement	Refer to Annexure 1B	
6	Bonus*	0	0
7	Residual Choice Pay	6,615	79,374
Housing			
8	House Rent Allowance	6,440	77,274
Insurance			
9	GPA Insurance Premium	14	165
10	Group Term Life Insurance Premium	122	1,461
11	Medical Insurance Premium	1,512	18,144
Retirals			
12	PF - Employer Contribution	1,800	21,600
13	Gratuity (4.81% of Basic)	619	7,434
Total Fixed Pay [A]		30,000	3,60,000
B. Other payments			
14	Performance Linked Incentive		40,000
Total Other Payments [B]			40,000
Total CTC (A + B)			4,00,000
<p>Note: The above amounts are the maximum permissible limits. On joining, you may change the same to suit your needs.</p> <p>(*) In case of employees that are entitled to Bonus under the Payment of Bonus Act 1965.</p>			



Annexure - 2

TERMS AND CONDITIONS OF EMPLOYMENT

1. MEDICAL FITNESS & VERIFICATION OF PARTICULARS:

Your appointment is subject to:

- a. Medical Fitness: You being declared medically fit by a Medical Officer or by a Doctor specified by the Company and remaining medically fit.
- b. Verification of Particulars: In case particulars mentioned in your application and the representations and warranties provided by you are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

2. TRANSFER

Your employment is transferable to any other place/ establishment/ department/ division/ unit/ branch/ subsidiary of the company. However, such transfer will not entail any increase in your salary and / or adversely affect your emoluments.

3. REPRESENTATIONS AND WARRANTIES:

The Company's agreement to continue to employ you and the compensation and benefits to be paid to you are in consideration of the terms, covenants, and conditions stated herein, and you represent and warrant to the company that:

- a. You are under no contractual or other restriction or obligation which is inconsistent with the conditions contained herein, the performance of your duties hereunder, or the other rights of the Company hereunder.
- b. You are under no physical or mental disability that would hinder the performance of your duties contained herein.
- c. You shall not raise any issue of the reasonableness of the terms, covenants, and/or conditions in any proceeding to enforce these terms, covenants and/or conditions.
- d. You have full right and authority to execute this contract and that you are not bound by any contract or arrangement, including any employment contract, bond or covenant not to compete, inconsistent herewith
- e. You hereby agree and undertake to indemnify the Company, its affiliates and the directors, officers and employees of each of the foregoing and to hold them harmless from and against any and all third party claims they face, which give rise to any liabilities, damages, claims, costs and expenses (including legal expenses), due to any act, omission, violation or breach of any of your representations, warranties, and covenants.
- f. The Company shall indemnify and defend you to the fullest extent permitted by the law of the State of Company's incorporation and the By-Laws of the Company with respect to any claims that may be brought against you arising out of any action taken or not taken in your capacity as an officer or director of the Company; provided, that, the Company shall not indemnify and defend you with respect to any claims brought against you relating to intentional or willful acts, or to other acts as to which indemnification is not allowable under applicable law.
- g. These terms, covenants, and/or conditions shall survive the termination of your employment with the Company; and conditions set forth herein are essential for the Company's protection; and the Company has relied on these representations, warranties, and agreements by you.

4. DUTIES AND RESPONSIBILITIES:

- a. **Exclusivity:** You agree to perform your duties, responsibilities and obligations efficiently and to the best of your ability. You agree that you will devote all of your working time, care and attention and best efforts to such duties, responsibilities and obligations throughout the term of employment. You also agree that you will not engage in any other employment or business activities. You agree that all of your activities as an employee of the Company shall be in conformity with all the policies, rules and regulations and directions of the Company.

You are required to engage yourself exclusively in the work assigned by the company and shall not take up any independent or individual assignments (whether the same as part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head. You will avoid any such issue which may result in a conflict between your personal interest and the interest of the company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

You shall obey and comply with all the orders and directions given to you by your superior or any other person duly authorized in that behalf. You shall obey all the rules and regulations, either statutory or otherwise, which are in vogue and may be notified from time to time.

- b. **Non Solicitation:** You will not, during the course of your employment or at any time thereafter, without the prior written consent of the Company, directly or indirectly, solicit for employment, or employ or otherwise contract for the services of, any person who is employed or engaged (either as an employee or consultant) by any of its associated companies or directly or indirectly induce any such employee to leave his or her employment.

This covenant shall survive the termination of your employment with the Company; and prohibits you from directly or indirectly inducing an employee with whom you have worked with or been in association with during your employment with the company.

- c. **Other Interests:** You shall not seek membership of any local or public bodies without first obtaining written permission from the Management.
- d. **Controlling Interest:** You agree that, so long as you are employed by the Company, you will not own, directly or indirectly, any controlling or substantial share or other beneficial interest in any business enterprise which is engaged in, or in competition with, any business engaged in by the Company. Notwithstanding the foregoing, you may own, directly or indirectly, up to 5% of the outstanding securities of any business whose securities are traded on any national stock exchanges or in the over-the-counter market.
- e. **Work hours:** Your working hours at your place of posting shall be as per the rules and regulations of the company, specified from time to time. However, you may be required to work additional hours, as may be required from time to time, to carry out your duties and responsibilities effectively.

You may be required to work on any day of the year, including festival holidays, in the establishment. You will be allowed a weekly off in accordance with law on any one of the days in the week, as per the schedule notified.

You shall be entitled to leave and other benefits as per the rules and regulations of the organization.

- f. **Non-disclosure:** You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and/or organizational matters of a confidential/secret nature, which you may know by virtue of your being the employee of the Company.

- g. **Confidentiality:** You shall keep confidential all the information and material provided to you by the Company concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company. Your obligation to keep such information confidential shall remain even on termination of this employment.

You shall not at any time, either during your employment or thereafter, except with prior written consent from the company, use for yourself or divulge or disclose, either directly or indirectly, to any person, firm or body corporate, any know-how, drawings or any trade secrets or your user ID and password for various IT applications provided to you or any confidential information as to method or process in connection with any activity of the company or any financial matter of the company which you may acquire during the course of your employment, concerning the business, activity, affairs or property of the company or its subsidiary companies, nor will you keep in your possession or pass on to others without proper written consent of the Management, any documents belonging to the company. You will be solely responsible and accountable for any information loss/sharing or breach of confidentiality in any way which has occurred due to the missing of your credentials.

You are also expected to keep your salary package strictly confidential and not to share any information regarding the salary to anyone except your very close family members.

- h. **Proprietary Rights:** You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Letter's Patent, Licenses or other rights, privileges or protection as may be directed by the Company in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in favor of the Company or in favor of such other person or persons, firms or companies, as the company may direct as the sole beneficiary thereof.

You will assign (and you hereby do assign) in perpetuity to the Company or its nominee all of your rights to all such new ideas (including all inventions), and to applications for patent or copyrights in all countries, if any, and execute such documents and take such lawful action as may be reasonably required to assign such new ideas to the Company or its nominee.

You will execute and deliver promptly to the Company (without charge to you but at the expense of the Company) such written instruments and cooperate and do such other acts as the Company in its sole discretion deems necessary or desirable to assign and transfer title in such new ideas to the Company and / or its nominee and to assist the Company in preserving the property right in such new ideas (including against forfeiture, abandonment, or loss) and to vest the entire right and title and interest therein exclusively in the Company and / or its nominee.

- i. **Safe-keeping of Company's property:** You will be responsible for the safe keeping and return in good condition and order of all the properties of the company, which may be in your use, custody, care or charge. For the loss of any property of the company in your possession, the company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.
- j. **Return of the Company's Property and records:** Upon termination of your employment, you shall forthwith hand over any letter of Authority or Power of Attorney issued to you or any property / material of the company in your possession at the time of cessation of your employment with the company. Also, you shall return to the Company, without condition, all documents, files, records, keys, and other property of the Company in your possession regardless of the media on which such items are stored, and you shall not retain any copies or duplicates thereof.
- k. **Authorizations for activities:** You will not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or

policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

You will avoid any issue which may result in a conflict between your personal interests and the interests of the Company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the Company.

- i. **Non-disparagement:** You agree that you shall act with the highest standards of propriety and professionalism and shall not criticize, ridicule or make any statement which disparages or is derogatory of the Company, any of its Group companies or any other employee or business associate of the Company or the Group Company in any public or non-public communication with any customer or member of the investment community or media or in any communication.
- m. **Confidential nature of terms of employment:** You agree that, except as may be required by applicable law you shall not disclose the terms of employment to any person other than your close family members.
- n. **Model Release:** You hereby consent and authorize the Company and its successors, assigns, nominees, designees or those for whom they are acting, the right to copyright, and/or use, and/or publish photographic portraits or pictures of the employee, or in which the employee may be included in whole or in part, or composite, in conjunction with my own or any other picture, name or reproductions thereof in color or otherwise make through any media at its offices or elsewhere, for art, advertising, business or trade or any other lawful purpose whatsoever. With respect to the foregoing, no promises have been made to employee to secure his / her consent / authorization to this release. You hereby waive any right that you may have to inspect and approve the finished product or the advertising copy that may be used in connection therewith, or the use to which it may be applied. You hereby release, discharge, the Company and its nominees, designees, successors and assigns, or other form whom it is acting, from liability by virtue of any such portraits or pictures, or in any processing tending towards the completion of the finished product.
- o. **Enforceability:** You acknowledge and agree that any violation of any of your duties and responsibilities may result in irreparable damage to the Company, and, accordingly, the Company may obtain injunctive and other equitable relief for any breach or threatened breach of such duties and obligations, in addition to any other remedies available to the Company. You and the Company agree that the restrictions and remedies contained hereinabove are reasonable and that it is your intention and the intention of the Company that such restrictions and remedies shall be enforceable to the fullest extent permissible by law. If it shall be found by a court of competent jurisdiction that any such restriction or remedy is unenforceable but would be enforceable if some part thereof were deleted or the period or area of application reduced, then such restriction or remedy shall apply with such modification as shall be necessary to make it enforceable.
- p. It shall be your responsibility to initiate legal process and / or lodge complaints in respect of offenses committed against the Company or the Company property or the affairs of the Company, as may be necessary, by virtue of the responsibilities attached to the office or role occupied by you in the course of the employment with the company.

5. TERMINATION OF EMPLOYMENT:

- a. **Employment AT-WILL:** You and the Company acknowledge that the employment is and shall continue to be AT-WILL. This means, that you have the right to terminate your employment at any time and for any reason. Likewise, the Company may terminate your employment with or without cause at any time and for any reason. Accordingly, this letter is not to be construed or interpreted as containing any guarantee of continued employment. As such, the recitation of certain time periods in this letter is solely for the purpose of defining your compensation. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.
- b. **Performance:** Your appointment and subsequent continuation of employment with the Company is strictly based on your delivering consistently on the agreed performance parameters and business targets.

- c. **Superannuation:** You will automatically retire from the service of the company on attaining the age of 58 years.
- d. **Absenteeism:** If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:
 - i. Return to work within 8 days from the commencement of such absence, and
 - ii. Give an explanation to the satisfaction of the Management regarding such absence
- e. **Medical Fitness:** The Management has the right to get you medically examined by any certified medical practitioner during the period of your service. In case you are found medically unfit to continue with the job, you may be terminated from employment.
- f. **Notice Period:** Notwithstanding anything contained herein, the Company, in its sole discretion, may terminate your employment without cause by giving three months' notice in writing or payment of pro rata three months' Basic Salary, in lieu thereof. Likewise, you may resign from employment without cause by giving three months' notice in writing or by payment of pro rata three months' Basic Salary, in lieu thereof. In the event of your resignation, the Company in its sole discretion will have an option to accept the same and relieve you prior to the completion of the stipulated notice period of 3 months, without any pay in lieu of the notice period.
- g. **Termination for Misconduct:** Your services are liable to be terminated without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, disloyalty, and commission of an act involving moral turpitude, any action of indiscipline or inefficiency.
- h. **Suspension:** You may be placed under suspension, without salary, pending enquiry into the charges of misconduct or otherwise. The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.
- i. **Harassment:** The Establishment considers harassment and discrimination of any nature to be an unacceptable form of Behavior, which is not tolerated under any circumstances. All people have the right to work in an environment that is free from harassment and discrimination. Disciplinary action will be taken against anyone found to be guilty of harassing or discriminating against a fellow employee that may result in termination of employment.
- j. **Non-competes:** In the event of your separation from the Company for any reason whatsoever, you will not take up any job or assignment either full time or otherwise, either directly or indirectly, for a period of three months from the date of separation in any industry or business involved in similar/competing business of the company or any of its Group Companies.
- k. **Recovery of Payments:** Payments / reimbursements made towards recovery of notice period by your previous employer and relocation expenses by us will be recovered in full in the event of your separation from the company before completion of one year of joining.

6. AUTHORIZATION FOR ANTECEDENT VERIFICATION :

You have hereby given no objection in the Company (Or its group Companies and associates) sharing your personal information and documents, including but not limited to Aadhaar number, other Government issues ID number such as Voter ID, PAN card, DL, name, gender, date of birth, addresses, mobile number, email, education record and employment record with any Reference / Antecedent Verification Organization that company has appointed time being or anytime later for the purpose of background checks and verifications, in order to avail services such as employment / training / management / payment / credit / insurance / house on rent / vehicle on rent, etc.

You have hereby authorized the Company or any agency/ agencies appointed by them from time to

time to store your personal information on their platform, which will be accessible to the Company or its service provider for which this consent is being obtained. The Company or its service provider and their authorized users / partners / affiliates / contractors can access and update your digital record on such platform, including data, documents, certificates, verification reports, references, testimonials, etc. and can use related services provided via such agency. You have understood that agency will ensure security and confidentiality of the same.

You also agree that your digital record including references, testimonials and verification reports on such agency platform will only be available to any other users of the platform if/when you provide your explicit consent for the same. You have also understood that you have the option of deleting your digital record from such agency database.

Your No Objection will be coterminous with the arrangement between the Company and any agency / organization engaged by the Company for Reference / Antecedent Verification of your current and past employments.

7. GENERAL:

- a. **Training:** You may be selected and sponsored by the Company for familiarization/ training assignments with our technical collaborators or any other institutions/ organizations in India and/or abroad, based on stipulated terms and conditions. You will diligently and beneficially take part in the training and such assignments in accordance with company policies and directives. The cost of any such training shall be borne by the company and you may be required to sign a Service Bond for a minimum time for which you will serve the company. The company can recover the liquidated damages on the event of your voluntary resignation before the time as mutually agreed upon in the bond.
- b. **Rules Regulations and Policy on Ethics:** You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the company that may come in force from time to time. You must observe the policies that the Company publishes from time to time. These include a requirement that you maintain the highest standards of conduct and act with the highest ethical principles. You must not do anything that may be a conflict of interest with your responsibilities as an employee.
- c. **Media Interaction:** You will not interact with the media - electronic, print or otherwise in
 - i. India or overseas, during or outside work hours, either in your own personal capacity or on behalf of the company unless you have express and direct approval from the Management to interact with the media as the representative of the Company. Only persons duly authorized by the Management are allowed to interact with media on specified subjects. Disclosure of any information other than statutory disclosures or those specifically authorized by the Management is prohibited.
 - ii. Disclosure of information on proceedings of meetings (board / committee / internal) and disclosure of forward-looking statements is prohibited unless such disclosure is specifically approved by the Management. These will need to be combined with cautionary statements, wherever required.
 - iii. You shall also not disclose non-public information selectively to any particular group as it may lead to unfair advantage / discrimination.
 - iv. For any outside publication of books, articles or manuscripts which relate specifically to the Company's business, policies and processes, you should take the approval of the Management prior to its release.
 - v. Any violation of the company's media policy, tantamount to a breach of the terms and conditions of employment and may result in termination of the contract.
- d. **Dispute Jurisdiction:** It is hereby expressly agreed and declared that this letter of employment shall be deemed to have been made at Mumbai and that any dispute or suit or action or proceedings whatsoever arising out of or under this letter of appointment or breach thereof or in respect of any matter or thing herein

contained and any claim by either party against the other shall be instituted or adjudicated upon or decided by a court of competent jurisdiction at Mumbai.

- e. **Entire Agreement:** This contract and the document referred to herein contain the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of this contract.
- f. **Age:** Your age mentioned in the Matriculation / Higher Secondary Certificate / Passport will be deemed to be the conclusive proof of your date of birth.
- g. **Change of address:** You will intimate in writing to the Management any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
- h. **Passport:** It is desirable that you have a valid passport at all times and ensure that the same is renewed from time to time.
- i. **Travel:** You shall make your own transport arrangements to and fro from the place of work.

In case of one / more clauses of this letter of employment becomes untenable, the same shall not render the letter of employment null and void in its entirety.

The various clauses of this letter are to be read, understood, and interpreted in its entirety, and none of the clauses are severable from the remaining.

I confirm that this contract is in accordance with our mutual understanding and unconditionally and irrevocably accept the above terms and conditions.

Employee Name:

Signature:

Date:

Corporate Personnel & Administration Dept.

Ref: HK/P&A/CAMPUS-OFFER'2023-24/CN-120

23rd June 2023

Dear Mr. Prathmesh Khedekar,

Greetings from Godrej!

We are delighted to have you coming on board on **10th July 2023**.

We are sure that you are keenly looking forward to what's in store for you upon your joining us.

To make your transition in Godrej smooth, we have planned a comprehensive Corporate Orientation Program at our Vikhroli Establishment in Mumbai.

Your portfolio / assignment and the place of posting will be shared with you after the Corporate Orientation Program.

To enrich you with knowledge, learning, skills and experience during the traineeship, you will be undergoing a structured Training Program comprising of learning inputs in a phased manner:

Phase I (At the time of Joining): - Corporate Orientation Program, followed by:

- Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

Phase II (Mid-Year): - Developmental Program(s)

- Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

Phase III (Upon completion of the Training): - Organization Level Development Programs (Common for all) followed by:

- Advanced Programme of Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

When you take up the assignment, we have earmarked for you, you will have a 'buddy' to help and guide you in the initial days. Please feel free to speak to / write to us for any information that you may need:

Ms. Rachna Bhuse (rachna@godrej.com, Mobile: 9821490425)

Ms. Sameeta Khambe (sameetak@godrej.com, Tel.: +91-22-6796 1431)

We look forward to you becoming part of the exciting growth journey at Godrej!

With best wishes,



Harpreet Kaur
Senior Vice President & Head-
Corporate Personnel & Administration

Encl.: Offer Letter



Corporate Personnel & Administration Dept.

Ref: HK/P&A/CAMPUS-OFFER'2023-24/CN-120

23rd June 2023

Mr. Prathmesh Pradeep Khedekar
301/33, B Wing
Sai Malhar CO.OP.SO., MMRDA Colony
RNA Park, Vashinaka, Chembur (East)
Mumbai - 400074
Mob: 8451938873

TR CAT: C-200

OFFER LETTER

Dear Mr. Prathmesh Khedekar,

With reference to your application and the subsequent interview you had with us, we are pleased to confirm your selection as **Graduate Engineer Trainee** in our Organization. Your appointment is covered under the provisions of **The Apprentices Act, 1961 and its subsequent amendments thereto**. The terms & conditions are as given below:

1. Place of Posting & Period of Training:

Your initial place of posting will be at our Vikhroli Establishment, Mumbai. The training period will be for a period of twelve (12) months from your date of joining, i.e., **with effect from 10th July 2023.**

2. Consolidated stipend:

You will be paid an All-inclusive Consolidated Stipend of **Rs. 36,000/- (Rupees Thirty-Six Thousand only)** per month.

(In the event of any legislation being enacted/made applicable treating the above mentioned "Consolidated Stipend" as "Salary" for the purpose of calculating Provident Fund, Gratuity, House Rent Allowance, Medical or any other direct / indirect benefit or contribution etc., then in such an event, the said "Consolidated Stipend" shall stand adjusted / modified to the extent so that there is no additional financial burden on the Company on this count i.e., the stipend payable to you by the Company, inclusive of all statutory, direct / indirect benefits or contributions, shall not exceed the above mentioned Consolidated Stipend per month).

3. Leave Entitlement:

You will be eligible for Leave as per the Leave Rules of the Organisation applicable to the trainees covered under The Apprentices Act, 1961. The same is subject to change from time to time.

4. General terms & conditions:

- Although it is not mandatory and / or obligatory on the part of the Company to offer you employment upon completion of the training period, you will be considered for any suitable opening that may arise / exists at that point in time, subject to your overall performance, attitude, conduct, attendance & punctuality besides meeting the requisite selection criteria.
- As a part of the terms and conditions mentioned in this Offer Letter, you will be required to sign a Service Agreement for a period of two years (one year as a Trainee and one year subject to being absorbed in regular employment upon successful completion of the training period).

We are enclosing the soft copy of the Service Agreement which you are required to prepare on a **Stamp Paper of value Rs.200/-** and submit the duly filled-in and signed (by you and the guarantor) Agreement on your date of joining. Please note that it is mandatory to carry the Service Agreement on your date of joining along with the Offer acceptance copy.

Contd....(2)



(2)

Mr. Prathmesh Pradeep Khedekar, Mumbai - 400074.

- c) During the training period, you will not be eligible for any Variable Pay (viz., Performance Pay, Sales / Service Incentives etc.).
- d) Your selection as a trainee is subject to you being found medically fit by the Company's Medical Officer or by a Medical Practitioner of Company's choice.
- e) While your initial place of training / posting will be at our Vikhroli Establishment, you are liable to be transferred to any of the Company's Establishments / Upcountry Manufacturing Plants / Project Site Office within the territory of India during your training period and/or thereafter and the same will not have any impact on your Consolidated Monthly Stipend. You will be adhering to six days per week work schedule. The salary/stipend disbursement is on the 10th day of every month.
- f) The Management shall decide your Function (Profile), Division and the Place of Posting as per the business need and exigencies, and the same shall be communicated to you during the Corporate Orientation Program. The Management's decision in this regard shall be final and binding on you.
- g) If and when it is required to impart training to you on a non-working day, you will be required to report for training on such days for which you will be given compensatory off. Similarly, as and when required, you may be called upon to report in second shifts when specific / special training opportunities are available.
- h) If you wish to resign from the traineeship of the Company, the notice period is one month during the training period, and you will be permitted to do so subject to your fulfilling the terms & conditions as per the Service Agreement signed by you. The Company reserves the right not to accept the notice period depending upon business needs and requirements. In case you leave the traineeship without fulfilling the terms & conditions as applicable to you, the Management reserves the right to initiate appropriate proceedings as per law.
- i) Your traineeship can be terminated by the Company at any time by giving you one month notice. Upon successful completion of the training and after absorption in regular employment, the notice period is three months on either side.
- j) The Company reserves the right to terminate your traineeship / employment at any time without notice or payment in lieu thereof if you are found guilty of absence from duty without prior intimation and/or permission for a continuous period of seven days or more, insubordination, non-performance, low productivity, disclosing confidential data or information pertaining to the Company, bonafide loss of confidence, misappropriation of Company's funds, causing damage to the property of the Company, non-compliance of Company rules & regulations besides omission / commission of any act on your part which may be prejudicial to the interest of the Organization.

In case you need further information about the pre-joining / joining process, please contact Mr. S G Kannan (Mobile 9820506928, Email id: sgkannan@godrej.com) or Ms. Aliamma (Mobile 9867066396 Email id: aliamma@godrej.com).

Contd.... (3)



(3)

Mr. Prathmesh Pradeep Khedekar, Mumbai - 400074.

5. Qualification Clause (Declaration of Final Year / Semester Results):

If your selection is being made prior to the declaration of the final semester results of the examination for which you have recently appeared, you are required to inform the Company about the results immediately upon declaration of the same by the University / Institute. You shall submit a copy of the mark sheet / certificate issued by the Institute / University as documentary evidence and produce the original for verification. In case, you do not pass the said degree / diploma examination, your selection / appointment will be deemed to be automatically terminated without notice or payment in lieu of notice with effect from the date of the declaration of the result at the discretion of the Management. Further, if you are unable to submit the official documentary evidence in support of you having secured a final pass in the aforesaid examination prior to the completion of the training period, your appointment will automatically stand terminated without notice at the end of the training period at the discretion of the Management.

6. Submission of False Documents:

If at any time in future, the documents submitted by you pertaining to your date of birth, residence, family details, educational qualification and/or external work experience etc are found to be false / incorrect, the Company reserves the right to terminate your appointment forthwith besides initiating necessary legal proceedings against you as per law.

7. Code of Conduct:

You will be bound by the Company's Code of Business Conduct & Ethics as applicable from time to time and will be required to sign the 'Code of Business Conduct & Ethics upon your joining the Company. In addition, you will be required to sign an 'Employee Non-Disclosure & Confidentiality Agreement' upon your joining the Organization, which aims to protect the intellectual proprietary rights and business information of the Company and its clients / business associates.

8. Conflict of Interest:

You are expected to carry out your duties and responsibilities diligently, and shall always, safeguard the interest of the Company. During your traineeship / employment in our Company, you are required to devote yourself exclusively to the services of the Company and you shall not undertake yourself directly or indirectly with any business, duties or outside work, either part time or full time, without the prior express permission of the Management. The Company regards conflict of interest as a severe offence, which may lead to strict disciplinary action, including termination of your traineeship / employment without notice.

9. Indemnity:

You shall indemnify the Company against any loss / damage, proceedings which the Company may suffer due to any wrongful acts, negligence and/or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Company to terminate your traineeship / employment on such count or the right of the Company to seek other remedies which the Company may have to make good the loss / damage suffered.

10. The Company reserves the right to add to, amend or vary the forgoing terms and conditions as and when found necessary.

The formal Letter of Appointment will be issued to you upon completion of the Corporate Orientation Program.

Contd....(4)



(4)

Mr. Prathmesh Pradeep Khedekar, Mumbai - 400074.

Please report for the Corporate Orientation Program commencing on **Monday, 10th July 2023** at **8.45 a.m.** at the following venue:

Godrej & Boyce Mfg. Co. Ltd.
Room No.317, Plant 13 Annexe, 3rd Floor
Pirojshanagar, Vikhroli East, Mumbai 400 079.

Please bring the following with you, when you report for the Corporate Orientation Program:

- All certificates and marksheet in original pertaining to your educational qualification, along with one set of photocopies (S.S.C. or School Leaving Certificate to be submitted as documentary evidence for date of birth).
- Three passport size photographs (in professional attire)
- Photocopy of PAN Card and Aadhar Card.
- Letter from your present/last employer confirming that you have been relieved from their service (only if applicable).
- Original Service Agreement (made on a stamp paper of value Rs.200/-) duly signed by you and your guarantor in all the pages.
- Copy of Final Vaccination Certificate, if not given earlier.

Any dispute, differences or disagreement arising out of the terms & conditions of this Offer Letter & the Service Agreement entered by you with the Company shall be referred to a Sole Arbitrator nominated by the Company under the provisions of Arbitration & Conciliation Act, 1996, whose decision shall be final and binding. The language of the Arbitration shall be English and the location of the same shall be in Vikhroli, Mumbai.

Please email us a scanned copy of last page (i.e., Page no. 4) of the offer letter with your signature as a token of your acceptance of its terms & conditions, within two days of receipt of this email.

We look forward to your joining Team Godrej for a bright and prosperous career with us.

Yours truly,

For Godrej & Boyce Mfg. Co. Ltd.



Harpreet Kaur
Senior Vice President & Head-
Corporate Personnel & Administration

Encl.: As above

I have gone through the terms and conditions of the aforesaid Offer Letter and the Service Agreement. I hereby agree to abide by the same. I will report for the Corporate Orientation Program on _____.

Signature: _____ Date: _____ Mobile Number: _____



STRICTLY PRIVILEGED & CONFIDENTIAL

14th September 2022

Mr Ashish Panchal ,

Re: Letter of Employment/Appointment

Dear Ashish,

We are pleased to offer you a position with **Saiher Supply Chain Consulting Private Limited**. Representing OMP in India (hereinafter defined as the "**Company**"). The terms and conditions of your employment with us will be as under:

1. DESIGNATION AND DEPUTATION

Your designation will be **Associate Consultant in** the company. You will initially be based at our **Mumbai office**. You will be required to travel as per business needs..

2. EMPLOYMENT AND REMUNERATION

2.1 Date of Joining

Your joining month with the Company will be on or before **July 2023**. The terms of employment shall commence from this month/date itself.

2.2 Remuneration

Your Annual Total Employee Cost to Company will be **6,00,000/- (Six Lakh Only)** per annum. This will be suitably structured in line with company policy.

3. TAX AND BENEFITS

3.1. Tax

The Company, in accordance with the applicable laws of India including the Income Tax Act, 1961, will deduct taxes at source on your remuneration.

3.2. Working Hours & Duties

The Employee who has been employed will be required to work 5 days a week for 8 hours a day i.e. from Noon to 21:00 hrs from Monday to Friday (including break for the duration of 1 hour each day). The Employee may be required to work beyond the normal working hours to discharge his/her duties at the sole discretion of the Company. The Company reserves the right, at its sole discretion, to revise, amend or extend the working hours should the need arise

You are eligible for Twenty Four (24) days of paid leaves and maximum of five (5) days of paid sickness leaves, as per your role. per year on pro-rata basis at the sole discretion of the Company. Unutilised leave up to 9 days can be carried forward to the next year. Any leave balance beyond days at the end of the year would lapse

4. PROBATION

- 4.1. You will be on probation for a period of **six (6) month** from the date of joining.
- 4.2. During this period your services may be terminated at any time by giving one (15) days' notice in writing or by paying one (15) days gross salary in lieu thereof.
- 4.3. Your probation period may be extended at the Management's discretion in the event your performance/conduct is judged to be below acceptable standards.
- 4.4. An employee on probation can resign subject to the approval by the competent authority, after giving one (1) months' notice in writing or by paying one (1) month's gross salary in lieu thereof. If employment has been confirmed after satisfactory completion of probation, you will have to give a notice of two (2) month(s), in writing or two (2) month(s) gross salary in lieu thereof.
- 4.5. After confirmation, your services may be terminated by the company giving two (2) month(s) notice in writing or by paying two (2) month(s) gross salary in lieu thereof.
- 4.6. The notice period of one (1) month / two (2) months, as may be the case, can be reduced / waived by the Managing Director at his/her discretion, at adjustment of leaves not availed.

5. TERMINATION

- 5.1. Upon confirmation of the employment, either party may terminate the agreement by giving two (2) months' notice or salary in lieu of the notice period.
- 5.2. The Company reserves the right not to give any reasons for termination.
- 5.3. Notwithstanding anything to the contrary, the Company shall have the right to terminate this agreement and the employment with the Company for cause. For purposes of this agreement, the term "cause" shall mean:
 - a) Any breach of obligations under this agreement.
 - b) Fraud, theft, or gross malfeasance, including, without limitation, conduct of a felonious or criminal nature, conduct involving moral turpitude, embezzlement, or misappropriation of assets.
 - c) Violation of his/her obligations to the Company, including, without limitation, conduct which is inconsistent with the employee's position and which results or is reasonably likely to result (in the opinion of the Company) in an adverse effect (financial or otherwise) on the business or reputation of the Company or any of its subsidiaries, divisions, or affiliates.
 - d) Failure, refusal, or neglect to perform his/her duties contemplated herein within a reasonable period under the circumstances after written notice from the Company, describing the alleged breach and offering a reasonable opportunity to be heard.
 - e) Repeated violation of any of the written work rules or written policies of the Company after written notice of violation served to the Employee.
 - f) Breach of standards adopted by the Company governing professional independence or conflicts of interest.
- 5.4. Upon termination of his employment, the Employee shall not retain or make any copies (electronic or otherwise) of any document, item or any property belonging to the Company or its clients and duly return the same to the Company.
- 5.5. If the employment of the Employee is terminated for cause, the Company shall not be obligated to make any further payment to the Employee (other than accrued and unpaid base salary and commissions and expenses to the date of termination) or continue to provide any benefit (other

than benefits which have accrued pursuant to any plan or by law) to the Employee under this Agreement.

6. THE COMPANY'S POLICY MANUAL

You shall agree and undertake that you shall be bound by all the policies of the Company including the policies documented in the policy manual, adopted or to be adopted by the Company, and as may be amended from time to time.

7. NON - SOLICITATION AND NON-COMPETE

- 7.1 Employee shall devote all of Employee's time, attention, knowledge, and skills solely to the business and interest of the Company, and the Company shall be entitled to all the benefits, profits, or other issues arising from or incident to all work, services, and advice of Employee.
- 7.2 The Employee shall not, during the term of this Agreement, be interested directly or indirectly, in any manner, as partner, officer, director, shareholder, advisor, employee, or in any other capacity in any other business similar to that of the Company or any allied trade; provided, however, that nothing contained in this section shall be deemed to prevent or to limit the right of Employee to invest any of Employee's money in the capital stock or other securities of any corporation whose stock or securities are publicly owned or are regularly traded on any public exchange, nor shall anything contained in this section be deemed to prevent Employee from investing or limit Employee's right to invest Employee's money in real estate
- 7.3 The Employee shall not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, corporation, or other entity in any manner whatsoever any information concerning any matters affecting or relating to the business of the Company, including but not limited to any of its customers, the prices it obtains or has obtained from the sale of, or at which it sells or has sold, its products, or any other information concerning the business of the Company, its manner of operation, its plans, processes, or other data without regard to whether all of the above-stated matters will be deemed confidential, material, or important, the Company and the Employee stipulating that as between them, such matters are important, material, and confidential and gravely affect the effective and successful conduct of the business of the Company, and the Company's goodwill, and that any breach of the terms of this section shall be a material breach of this agreement.
- 7.4 The Employee shall inform the Employer immediately of any invention made by Employee during Employee's employment, or to which the Employer has contributed, directly or indirectly, in any way whatsoever and even to a very small extent. The Employee accepts that all and any rights attached to such invention will be assigned to the Employer and also waives any claim for compensation of such assignment. Employee shall put himself/herself completely at the disposal of Employer to assist the latter in applying for or registering a patent or any other intellectual right to such invention.
- 7.5 The Employee shall inform the Employer immediately of any invention made by Employee during Employee's employment, or to which the Employer has contributed, directly or indirectly, in any way whatsoever and even to a very small extent. The Employee accepts that all and any rights attached to such invention will be assigned to the Employer and also waives any claim for compensation of such assignment. Employee shall put himself/herself completely at the disposal of Employer to assist the latter in applying for or registering a patent or any other intellectual right to such invention.
- 7.6 . Employee agrees that this non-competition section is necessary to protect Employer's business, and that Employee's violation of this section would result in irreparable harm to Employer. In the event Employee breaches this non-competition provision, Employer shall be entitled to injunctive relief in addition to any other remedies legally available. This non-competition provision shall survive termination of this Agreement and shall be legally enforceable pursuant to law.

8. CONFIDENTIAL INFORMATION

You acknowledge that during the course of your employment with the Company, you will have access to

Confidential Information of the Company and/or Affiliates and/or received by the Company from third parties, which is confidential valuable property are critical to the Company and/or Affiliates and/or such third parties for its business.

You shall forever hold the Confidential Information in confidence and shall not publish, disclose or disseminate, any time, to any Person or Competitor of the Company/Affiliates; or use for any purpose any Confidential Information other than such purposes as shall be required to fulfill your duties with the Company, or remove any Confidential Information, in whole or in part, from the Company's premises, without the Company's prior written permission.

9. INTELLECTUAL PROPERTY

You acknowledge and agree that your Contribution to the business of the Company as well as any portion thereof shall be the sole property of the Company from date of creation thereof. You agree that all originals and all copies of any and all material containing, representing, evidencing, recording, or constituting all or part of your Contribution to the business of the Company, however and whenever produced (whether by you or others) and whether or not protected under copyright law or patentable or protected under other intellectual property law, shall be immediately handed over to the Company upon its creations and any copies thereof returned to the Company upon termination of your employment for any reason.

We hope that the discussed and thus proposed terms and conditions as provided in this letter are acceptable to you. Please feel free to contact the Human Capital Management, if you further wish to discuss any of the above.

10. OTHER EMPLOYMENT

During the employment with the Company, the employee will not accept any other form of employment or engage in any other business activity without the prior written consent of the Company.

10. RETIREMENT AGE

The Employee will attain retirement at 60 yrs. This may be extended beyond the age of 60 years at the discretion of the Company.

Saiher Supply Chain Consulting Pvt. Ltd

Your Salary Structure is as follows:

Components	Monthly	Yearly
Basic	14583	175000
HRA	7292	87500
Conveyance Allowance	2083	25000
Medical Allowance	2083	25000
EPF Employee	1750	21000
EPF Employer	1750	21000
Communication Allowance	2500	30000
Special Allowance	9625	115500
Total (A) Fixed	41667	500000
**Joining Bonus (One time payout) (B)	0	50000
Yearly Bonus (Performance based Variable) (C)	0	50000
Total CTC (A+B+C)	50000	600000

***You will be eligible for one time bonus of amount Rs 50,000 less applicable taxes and deductions , to be payable at the time of joining . If the employment is terminated by the executive or by the company within a year following the commencement date of this agreement , the executive will be required to refund the same.

- Note : In addition to the above , you will also be eligible for Gratuity calculated @4.81% of basic salary per annum (As per Gratuity Act , 1972) after completion of 5 years.
- You and your immediate family would be covered under the group Medclaim and personal accident insurance .
- Retention Bonus of INR (10 %of ctc) will be paid to you upon a completion of your 2 years and (25% of CTC) will be paid to you on completion of 5 years in the company.
- The payout will be subject to
 - you not being subjected to any disciplinary actions or should not have received any warning from management
 - you achieving a performance evaluation of "Satisfactory" or above in the performance appraisal prior to completion of 2 years and 5 years of service.
 -

Please note** Incase of an unfavorable reference check this letter stands cancelled/withdrawn automatically without any notice or communication to you.

For Saiher Supply Chain Consulting Private Limited.



Authorised Signatory

I have carefully read and understood the terms and conditions state in the letter of appointment and here by confirm my acceptance.

Signature :

Date:

23/05/2023



Rugved Surendra Paradkar

**D/402,Moreshwar complex,Samartha Nagar,Divi Dativali Road ,Divi(East)
D/402,Moreshwar complex,Samartha Nagar,Divi Dativali Road ,Divi(East) 400612**

LETTER OF OFFER

Dear Rugved Paradkar,

We are pleased to offer you the position of IT Trainee in our BUSINESS PROCESS TRANSFORMATION &IT function in grade Graduate Trainee at CORPORATE CENTRE. You are required to join us latest by 05/06/2023.

We are enclosing the details of your Remuneration package of **Rs.500000 /-p.a.** (Rupees Rupee Five Lakhs Only Only) along with this offer letter. A detailed appointment letter shall be issued to you upon your joining us.

The key benefits that the company would offer you, relevant to your Graduate Trainee grade will be communicated separately to you.

Please note that this offer is expressly conditional on the satisfaction of each of the following conditions:

1. Declared medically fit as per the specifications of Marico (Details of medical test will be communicated separately by Marico's empaneled agency)
2. Satisfactory employment Reference Checks

In the event that any of these conditions is not satisfied, the Company reserves the right to withdraw this offer of employment with immediate effect.

We would also conduct a background verification check as per the organizational policy post your joining.

: 1 :

23/05/2023



Kindly sign the enclosed duplicate copy of this letter and return the same to us by 22/05/2023. You are requested to carry a list of documents (as per Annexure A) on your joining day.

By acceptance of this offer of employment, you hereby confirm that you are not subject to any ongoing restrictions or obligations which would prevent or otherwise place limitations on your ability to join us from your designated start date or prevent you from performing your role as **IT Trainee**.

We welcome you to our organization and look forward to a mutually beneficial association. We believe that you will Go Beyond, Grow Beyond and Be the Impact and have a rewarding career with us.

Yours faithfully
For Marico Limited

Roshni Das
Head HR - Talent Acquisition, New Business & Governance

I accept your offer and shall be joining on 05/06/2023

Signature

Date

: 2 :

23/05/2023



Rugved Surendra Paradkar

**D/402,Moreshwar complex,Samartha Nagar,Divi Dativali Road ,Divi(East)
D/402,Moreshwar complex,Samartha Nagar,Divi Dativali Road ,Divi(East) 400612**

Dear Rugved Paradkar,

The break-up of your Annual Remuneration (CTC) is given below:

COMPONENTS	Monthly (Rs.)	Annual (Rs.)
Basic	20830	249960
HRA	8330	99960
Company's contribution to Provident Fund (12% of Basic)	2500	30000
Supplementary Allowance	8757	105080
LTA		15000
Cost to Company		500000

Yours faithfully
For Marico Limited

Roshni Das
Head HR - Talent Acquisition, New Business & Governance

: 3 :



ANNEXURE A

LIST OF DOCUMENTS TO BE SUBMITTED

MANDATORILY ON DAY 1

1. Two Passport size Photographs
2. One Stamp size Photograph (for I.D. Card).
3. Address Proof
4. Photocopies of Educational Certificates
5. Photocopies of Work Experience Certificates
6. Photocopy of Relieving Letter/Resignation Acceptance from previous organization
7. Photocopy of Birth Certificate or proof of age (after verification with the Originals)
8. Copy of your PAN Card or PAN details
9. Signed copy (on all pages) of the Code of Conduct document
10. Medical Report with fitness certificate from an authorized medical practitioner
11. You are requested to open a Salary A/c in one of the following Banks : **ICICI/ Citibank / Corporation Bank/ HDFC/ Standard Chartered** (In case you need any help in choosing/opening the account, please revert).

N.B. Completion and submission of above documents will enable processing of salary on time.



PRADMAN

PES/HRD/2022-23/258

24th March, 2023

To

Mr. Arumugam Konar
Fr. Conceicao Rodrigues College of Engineering,
Fr. Agnel Ashram,
Bandstand Promenade, Bandra (W),
Mumbai - 400050

Subject: Offer Letter
Branch: Production

Dear Mr. Arumugam Konar,

We have immense pleasure in informing you of your selection for the position of a 'Graduate Engineer Trainee' in our organization.

You agree to join us w.e.f. 12th June, 2023.

The training will be for a period of one year from the date of your joining. On completion of your training period, subject to your performance and availability of a suitable vacancy, the Company may offer you permanent employment.

You will be entitled to a monthly stipend of Rs.18,000/- (Rupees Eighteen Thousand Only) and will not be eligible for other company benefits.

Your present place of posting is Thane. You may be required to Travel anywhere in India or outside India as and where the need arises for the Company's work or for any higher training.

You will be entitled for leave as per the provision of law or companies rule after completion of one year. In case of training period you will be entitled for one month leave after eleven months of on the job training.

The Company does not provide accomodation and you are responsible for the same.

Kindly sign the duplicate and return the same at the earliest.

For Pradman Engineering Services Pvt. Ltd.,

Nikhil Bhatia
Managing Director

M. L. Fernandes
Manager - Human Resources

Accepted

PRADMAN ENGINEERING SERVICES PVT. LTD.

REGD OFFICE: 3/1, Pushpa Vihar, Opp. Colaba Post Office, Colaba, Mumbai 400005, India | T: +91 22 22150496 / 22151225
CORPORATE OFFICE: A 490, Road U, Wagle Industrial Estate, Thane (W) 400604, India | T: +91 22 41116111
FACTORY: A 477, Road 26, Wagle Industrial Estate, Thane (W) 400604, India | T: +91 22 41116111



* Export House