

AQAR 2022-2023

5.2.1 Number of placement of outgoing students during the year

Supporting Documents:-

S.2.1

38

# **TV 100 NEWS**



**NANCY**  
**REPORTER - DELHI**  
**MOBILE : 9821257834**

# **PRESS**

319

**Jagran**  
New Media

Employee Code  
**PN0254**

**Imran Zafar**  
Sub Editor

Blood Group B+	Issue On: 01.05.23	Valid upto: 31.03.25
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A Unit of Jagran Publications Ltd.

**mmi** | 20<sup>th</sup> Floor, World Trade Tower, Block - C, Sector-16, Noida - 201301 (UP)

**P R E S S**

Jagran  
New Media

320

Name		Imran Zafar	
Designation		Executive	
Particulars		Monthly	Annual
<b>Fixed</b>			
Basic		15,500	1,86,000
HRA		7,750	93,000
Special Allowance		3,640	43,680
<b>(A)</b>	<b>Total</b>	<b>26,890</b>	<b>3,22,680</b>
<b>Reimbursements</b>			
Newspapers, Books & Periodicals		-	-
Entertainment Expense		-	-
Conveyance Expense		-	-
Mobile Expense		-	-
Local Conveyance		-	-
<b>(B)</b>	<b>Total</b>	<b>-</b>	<b>-</b>
<b>(C)</b>	<b>Gross (A + B)</b>	<b>26,890</b>	<b>3,22,680</b>
<b>Retiral Benefits</b>			
Employer's PF		1,860	22,320
<b>(D)</b>	<b>Total</b>	<b>1,860</b>	<b>22,320</b>
<b>(E)</b>	<b>Fixed CTC (C+D)</b>	<b>28,750</b>	<b>3,45,000</b>
<b>Variable</b>			
EBITDA Linked Incentive			30,000
Sales Incentive (Quarterly Payable)			-
<b>(F)</b>	<b>Total</b>		<b>30,000</b>
	<b>Gross CTC (E + F)</b>		<b>3,75,000</b>

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Type Full Name

	Plz mention the Current Annual Fixed	
	↓	
Hike on Fixed CTC	2,77,092	25%
	Plz mention the Current Annual Gross CTC	
	↓	
Hike on Gross CTC		%

News24 Broadcast India  
News24 Broadcast India  
News24 Broadcast India



**Sumit Kumar**

Employee Code : B-03133

Group : B+ | Emergency No: 7322025564

**BAG**

**News24 Broadcast India Ltd**

23, Sec 16-A, Film City Noida (U.P)-201301

Tel: 91-120-6602424

**PRESS**



**February 12, 2022**

**Neelanksh Mehta**

**366 A , First Floor , Rishi Nagar Rani Bagh**

**New Delhi**

**DL110034**

**Dear Neelanksh,**

Further to our discussions, we have the pleasure to offer you an appointment with Aon Consulting Private Limited ("Company/AON") as per the terms of reference given below. Notwithstanding anything contained hereinbelow, it is clarified that this offer of appointment is subject to your successful completion of the degree course you are currently enrolled in, and producing a certificate to that effect from your educational institution by 31st March 2023

### **1. Appointment**

1.1 During the course of your employment, you will be governed by the rules, regulations and other company policies (together the "Company Policies") as enforced and as may be amended from time to time and accessible to the employees via the Company's intranet.

1.2 Subject to your accepting this appointment letter and reporting to duty on or before February 23, 2022, your appointment is effective from the date of joining.

1.3 You will be required to report to our office at IN-HA-Gurugram-Candor. You will be reporting to such person in Company as may be indicated to you from time to time. However, your services are transferable and you can be seconded or deputed by the Company to any of its operations or operations of its associate companies in India or abroad. The Company further reserves the right to transfer your employment to any other company or legal entity, as part of any transfer of undertaking of the Company or as part of any restructuring or amalgamation or such other plan implemented by the Company or by which the Company is bound, on such terms and conditions as applicable to such plan.

1.4 Your appointment is subject to the verification of your credentials, testimonials and other particulars mentioned by you in your application for employment made to the Company. If the particulars given by you are the opinion of the Company in any way found to be inaccurate or misleading and/or it is found that you have not disclosed relevant information, your employment shall be automatically cancelled and your services will be terminated with immediate effect.

### **2. Probation & Confirmation**

2.1 You shall be on a probationary period of 180 days. During this period, your performance will be reviewed and if found satisfactory your employment will be confirmed on completion of this period, unless otherwise communicated by the Company. In the event the Company, at its sole discretion, extends the term of probation for such a period as it may deem fit, any such extension of probation shall be duly communicated

to you in writing. Your performance will be continuously evaluated during such extended probationary period and if found satisfactory, your employment will be confirmed in writing on completion of this period.

### 3. Working Hours

3.1 Your working hours will be as advised to you by your superiors from time to time and you may be expected to work beyond the standard working hours to achieve the results whenever your job so requires. Ordinarily you will be required to work for a minimum of 40 hours each week. You will be advised by your Supervisor or Manager of the working hours, break periods and weekly rest day(s). It is expressly agreed that if you fail to perform the work according to the scheduled working hours or you resort to stoppage of work, whether alone, or with others, you will be entitled to receive salary only in proportion to the working hours during which you actually performed work, apart from the fact that strict disciplinary action may be taken against you.

### 4. Leaves

4.1 You will be entitled to leaves in accordance to the Company Leave Policy. All colleagues are encouraged to avail their accumulated leave balance, to ensure sufficient rest period away from work place as it is in the best interests of the associate and the firm to take annual leave. However, you must obtain prior approval of the concerned Manager prior to availing leaves.

### 5. Termination

5.1 The Company may terminate your employment immediately without any compensation or notice thereof, if you fail to submit a certificate from your educational institution certifying that you have successfully completed the degree course you are currently enrolled in by 31st March 2023.

5.2 Either party may terminate this appointment by giving 60 days notice in writing to the other party without assigning any reasons thereof. Your resignation shall not automatically be assumed to be accepted from the date of its communication to the Company and will be subject to the fulfilment of notice period, proper handover and any other conditions as may be communicated to you in writing by the Company. The Company reserves the right not to accept the payment in lieu of the notice and at its sole discretion may enforce the complete or part of the notice period to effectuate a proper handover of the charge to the sole satisfaction of the Company.

In the event termination is initiated by you, the Company may at its sole discretion, relieve you from such date as it may deem fit, even before the expiration of the notice period. Under these circumstances, the Company will ordinarily pay you compensation for the unexpired period of the notice period. The Company at its discretion reserves the right to withhold compensation, without incurring any liability should there be a material breach of your duties or obligations, or gross indiscipline or misconduct in this period.

5.3 The Company may terminate your services immediately without any compensation or notice thereof, if you are in material breach of your duties or obligations, or commit breach of trust or gross indiscipline or misconduct or commit breach of any applicable law or; of the Company Policies and Code of Business Conduct or any of the terms and conditions set forth herein, which breach either (i) is incapable of remedy; or (ii) if capable of remedy, has not been remedied by you for at least 5 days after receipt of notice from the Company. Such material breach would include your failure to comply with or committing breach of the provisions contained in this appointment letter, gross misconduct, financial irregularities, breach of



confidentiality/non-disclosure, breach of any applicable law or regulation, breach of the Company's Code of Business Conduct, refusal to carry out reasonable instructions and the like. The said right of the Company is without prejudice to its rights in law or equity to initiate other legal action as it deems fit to protect its interests.

5.4 In the event of your continuous absence for a period of 10 working days or more, without formal request or permission from the management for the same, you shall be deemed to have left and relinquished your service. Such automatic relinquishment of the contract of employment shall be deemed as repudiation of the contract of employment by you and not as a termination of the service by the Company.

5.5 Subject to earlier termination of this engagement, you shall retire on your 60th birthday or the day immediately preceding such date, if your birthday does not fall on a working day.

5.6 Upon severance of your employment with the Company, it is agreed that any assets and amounts due to the Company by you shall be held in trust by you for and on behalf of the Company and subject to the provisions of this agreement, the Company commits itself to hold all amounts due to you in trust for you and on your behalf. The Company shall have the right to retain any amounts otherwise payable to you to satisfy any of your obligations as a result of any breach of this agreement.

5.7 The Company may proceed against you to seek injunction in an appropriate court of law against your working in any other company/firm/business before you are relieved from the Company. In addition to any other remedies which the Company may have at law or in equity, you agree that the Company shall have the right to have all provisions of this agreement specifically performed including the post employment restrictions stipulated in clauses 7 and 11.

5.8 The terms of this offer are strictly confidential between you and the Company and any breach of this confidence will be viewed with utmost seriousness. Your obligations set forth in paragraphs 6,7,8 and 11 survive expiration or termination of your employment contract with the Company.

## **6. Confidentiality & Employment Policy**

6.1 In the course of your assignment with the Company, and by virtue of the position held by you, you may acquire information, technical or otherwise, including any computer software, trade secrets, design, technology, ideas, know-how, processes, formulas, compositions, data, techniques, improvements, inventions, work of authorship, business and product development plans, and other information concerning the Company's actual or anticipated business, research, and development or that is received by the Company, which is confidential or proprietary to company or its subsidiaries or affiliates, its customers, subcontractors or any other person or company having any kind of association or relationship with the Company, and or its affiliates or subsidiaries (together "Confidential Information"). You shall keep and maintain strict confidentiality of such Confidential Information and data that may come to your possession or knowledge by virtue of this engagement, use such information only as may be required in the normal course of your work and shall not disclose or divulge any such information or data, without prior written consent of an authorized officer of the Company.

6.2 You shall at all times, whether during or after the termination of your employment, act with utmost fidelity and shall not disclose or divulge any such Confidential Information to third parties or make use of such information for your own benefit or otherwise howsoever.

6.3 You will not reproduce, store in a retrieval system or transmit in any form or by any means - electronic, mechanical, photocopying, recording, scanning or otherwise - any copyrighted material or other Confidential Information, for your own benefit or for the benefit of any third party, either during the term of your employment or thereafter.

6.4 Upon expiry or termination of your employment with Company, you will return and surrender to Company, all such Confidential Information including without limitation, data, information, files, books, magazines, reports, documents, manuals, audio and video tapes, floppies and discs and any other knowledge databases that came to you or were entrusted to you in the course of your employment and shall not retain any copy thereof in any form whatsoever.

## 7. Disclosure of Information

7.1 You shall not, except in the course of your duties or unless ordered to do so by a court of competent jurisdiction, either during or anytime after your employment with us, use or disclose to any person, firm or corporation any information relating to the organization, its business, clients or trade secrets which have come into your possession in the course of your employment with us including public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, any information or documents, official or otherwise relating to Company or its subsidiaries or affiliates, customers, sub-contractors or any other person or company having any kind of association or relationship with Company and/or its subsidiaries or affiliates, except with prior written approval of Company.

## 8. Intellectual Property Rights

8.1 All intellectual property rights in any work or material developed by you during the course of your employment shall belong to and be the property of Company and you confirm that you shall not be entitled to claim any rights over such intellectual property. If required by Company, during or after the term of this engagement, you shall assign and transfer in favor of Company or, at the request of Company, in favor of any of its subsidiary, affiliate, customers or other persons, all intellectual property rights in such works or materials and shall execute such deeds and documents, as Company may require, to effectually vest in Company, any of its subsidiary, affiliate or customers as Company may require, any and all intellectual property rights and benefits in such works or materials. In performance of your duties and responsibilities, you shall not use or infringe any intellectual property properties or rights of any other persons.

## 9. Compensation

9.1 Your annual gross compensation will be the aggregate of (A) Total Salary & Allowances and (B) Benefits as set forth in the Annexure ("Compensation") and will be subject to deduction of tax at source. Your Compensation will be reviewed periodically as per the Company/Division/Practice compensation review cycle.

The Company assumes no responsibility for your personal tax affairs, and your tax liability in respect of your compensation is entirely your responsibility. Provided however, Company may from time to time, withhold any tax as may be required by applicable law. It is a condition of your employment that you will abide by the Company's Policies of maintaining strict confidentiality of the compensation you receive from the Company.

9.2 It is however clarified that the Benefits as set forth in Part B of the Annexure respectively are provided on a voluntary basis by the Company in accordance with the Company Policy in force at present, and hence are

liable to (i) change from time to time; or (ii) be withdrawn any time. During the term of your employment with Company, you will be subject to all such applicable rules and regulations in accordance with the Company Policy as may be in force from time to time.

#### 10. Learning & Development

10.1 During the course of your employment with the Company, you may be required to undergo some training programs or engage in some process implementation or other skill enhancement activities in or abroad. Company will bear the costs and expenses in relation to such programs. However, you will be required to be in the employment of Company for a minimum specified period after such programs, failing which you will be required to reimburse such costs and expenses incurred by the Company in relation to such programs. Regarding the aforesaid, the Company reserves the right to ask you to sign an agreement/bond associated with the training/assignment. In the event of any breach of the conditions associated with the bond the Company will invoke the appropriate penalty clauses and you will be liable to pay the damages as provided in the said agreement/bond. Your refusal to undergo such programs on such terms would be considered as a material breach of the terms of employment and in such case, Company shall have the right to terminate this engagement, by giving you 5 days notice as referred to in clause 5 above, without being under obligation to make any payments to you.

#### 11. Non-Competition Agreement

In addition to the aforesaid, in the event of your separation from the Company for whatever reason:

11.1 You agree that you shall perform your duties, as may be assigned to you from time to time, with diligence, devotion and discretion. While in the employment of Company, you shall (a) use your best endeavor to defend and promote the business interests of Company; (b) devote your full time, attention and efforts to serve Company; and (c) whether by yourself, your employees, agents, or otherwise, and whether on your own behalf or for any other person, or entity in India or elsewhere, not directly or indirectly engage or be interested in engagement, practice of any business, profession or vocation, including any activity, which competes with activities of the Company or conflicts with your position in the Company (including without limitation, accepting employment with, be employed or engaged or joining services party or otherwise interested in any business of any competitor and/or, client of the Company, or any other third party). You confirm that as on the effective date of your appointment, you do not have any business, professional or other interests that may be conflicting with any of the foregoing statements. Since your appointment with the Company is on a full time basis, you shall not take up any assignment, including those in the nature of any business, profession or vocation, without prior written consent of the Company, which consent may be granted at Company's sole discretion.

12. Should any provision of this Letter be held invalid or unenforceable, such invalidity will not invalidate the whole of this Letter and the remainder of this Agreement will remain in full force.

13. In the event of any dispute or claim arising under this Agreement or in connection with the conditions of employment under this Agreement, such dispute or claim shall be referred to the arbitration in pursuance of the Arbitration and Conciliation Act, 1996. The Company shall in the event of any such dispute or difference, have the right to nominate an Arbitrator as the Sole Arbitrator to adjudicate upon the dispute/difference. The seat of the Arbitration shall be Delhi. Parties also agree to submit themselves to the exclusive territorial jurisdiction of the Courts at Delhi. Parties also agree to submit themselves to the exclusive territorial jurisdiction of the courts at Delhi. The arbitration proceedings shall be conducted in the English Language.

The fees of the Arbitrator shall be paid equally, in the first instance, by both parties, subject to the final adjudication of costs by the Arbitrator at the time of passing the award.

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial association with you. We trust our relationship will be guided by a quest for excellence in all facets of our interactions as well as based on a foundation of mutual respect and sincerity in all dealings. Welcome aboard!

Sincere regards,

For Aon Consulting Private Limited

*Mallesh Shenoy*

Authorized Signatory

I hereby agree and accept to the terms of this employment contract in its entirety and any amendments, additions hereto. I also promise to adhere to and abide by the Company Policy as enforced and amended from time to time.

Name: Neelanksh Mehta

# WYNDHAM

HOTELS & RESORTS

To,

Date: Wednesday, May 25<sup>th</sup> 2022

*Garv Jain*

Dear *Garv*,

We are pleased to offer you the position of **Development & Feasibility Analyst EMEA** reporting to the **Head of Feasibility & Viability EMEA** in our organization on the following terms and conditions:

#### **Starting Date**

On Monday, June 20<sup>th</sup> 2022

#### **Position**

1. You will be placed in the Grade of **A – Associate** of Wyndham Hotels & Resorts India Private Limited as **Development & Feasibility Analyst EMEA** on an Annual Gross Salary of **Rs. 700,000.00** as per payroll policies of the Company.

#### **Probation**

2. You will be on probation for an initial period of 6 (six) months from the date of your joining, if found necessary, the probation period may be extended at the sole discretion of the Company. During the period of initial probation or the extended period of probation, your services can be terminated without assigning any reason and without any notice or notice pay. However, if your services are found satisfactory and you are suitable to our requirement on completion of the probation period or extended probation period or even before the expiry of the probation period, you will be confirmed in employment, in writing. Unless confirmed in writing, you will be deemed to be on probation even after expiry of the probation period or the extended period of probation.

#### **Annual Increment**

3. That your annual increment will be based on your all round performance during the year of service based on professional efficiency, punctuality, discipline, integrity, work output etc. Your annual increment may be accelerated in case of exceptionally good performance or can also be withheld if the performance is found to be unsatisfactory at the sole discretion and assessment of the Management of the Company. Grant of annual increment is not automatic.

Wyndham Hotels & Resorts India Private Limited  
9th Floor, Address One Golf Course Road, Sector-56  
Gurgaon, Haryana

# WYNDHAM

HOTELS & RESORTS

## Place of Appointment

4. Your place of appointment at present is Gurugram, Haryana. However, you are liable to be transferred to any other department, post or place whether in existence or coming into existence hereafter, either at the place of posting or at any other place where the Management may establish/open its branches or establish its subsidiary offices/establishments later on, at the sole discretion of the management due to exigencies of work at any station and in any Company at any place or any country where the management or associate companies or other companies may have understanding.

Upon such transfer, the rules and regulations applicable to such a post at the place of transfer will automatically become applicable to you.

## Benefits

### 5. Provident Fund:

The employer and employee shall make contributions in accordance with the provisions of the Employees Provident Fund Act 1952, and its amendment as follows:

Employer 12% of the basic salary

Employee 12% of the basic salary

### Gratuity:

You will participate in the Gratuity Scheme as per the Payment of Gratuity Act 1972.

### Insurance:

You will be covered under the Group Medical insurance, Group Personal Accident and the Group Term Life insurance as per the existing scheme.

## Work Conditions

6. In your assignment you will be responsible for all functions in the establishment in conjunction with reporting procedures outlined in the organization chart. However, the Management at its sole discretion may change your assignment/duties depending on the exigencies of work
7. You will directly and through your subordinates, as applicable ensure proper and effective implementation and compliance of all relevant legal/statutory provisions. You will exercise overall responsibility of general management of your job/department and efficient running of the same.

9th Floor Address One I, Golf Course Road Sector-56  
Gurugram, Haryana

# WYNDHAM

## HOTELS & RESORTS

8. That you will be accountable for maximizing the commercial viability and of maintaining high standards in your area of work.
9. The normal business hours are between 09:00 to 18:00. However, you may be required to work according to the needs and exigency of business and at such timings as directed by the Management from time to time.
10. You will ensure that the policies of the Company are fully enforced and carried out by the subordinates (if applicable) under your control. You will enforce, implement and maintain highest order of discipline, decorum and cordial relations amongst all staff reporting to you or otherwise.
11. You will define the duties and responsibilities of your subordinates (if applicable) and carefully give them necessary authority to take decisions wherever necessary and called for; because ultimately, you are responsible for their actions and omissions etc.
12. You will devote whole time to the business of the Company and shall diligently and efficiently carry out the duties entrusted to you by the Company from time to time and you will not accept, directly or indirectly, at any time any other job or transact business of any kind directly or indirectly, during your employment with this Company, whether full or part time on commercial or honorary basis unless you get prior written permission from the Company.

### Confidentiality Undertaking

13. You acknowledge that in and as the result of your association with the Company, you will be making use of, acquiring, and/or its Group Company's and/or its Client's proprietary information, trade secrets, systems, procedures, manuals, confidential reports, financial information, pricing lists, marketing plans, and list of customers, and the confidential and proprietary information of customers relating to such matters as systems, procedures, and financial information (all of the foregoing being deemed for all purposes confidential and proprietary and being referred to collectively herein as "Confidential Information").

You agree that you will not, at any time during or after your employment, directly or indirectly, use for any purpose other than work for the Company, or divulge or disclose to any unauthorized person or entity, any Confidential Information that has been obtained by or disclosed to you as the result of your employment with the Company, except to the extent such information becomes publicly available or you are required by law. You further agree that, upon expiration/termination of our employment with the Company for any reason, you will return to the Company any and all materials made or received by you containing any Confidential Information and any and all other property of the Company and/or its Group Companies and/or its Clients and that you will not take with you any

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## HOTELS & RESORTS

originals or copies (in any form including electronic) of the Confidential Information.

### Training Overseas

14. If in the course of your service you are given an opportunity to undertake some overseas training program/s you will have to enter into a legally binding contract with the Company for serving the Company at least for a particular period to be decided by the Company at its sole discretion, keeping in view the training imparted to you.

### Leave & Holidays

15. You will be entitled to leave and holidays as are permissible under law and as per Company's Rules & Regulations from time to time governing the employees of the Company which is as follows:

(i) **Privilege Leave**

You will be entitled to 20 (twenty) days privilege leave in a calendar year.

Privilege leaves not availed during a calendar year shall be added to the privilege leaves of the succeeding leave year, provided that the total period of such privilege leaves which may be accumulated shall not at any one time exceed 30 (thirty) days.

All annual leave must be agreed in advance with the supervisor in accordance with the policies of the Company.

(ii) **Sick Leave**

You will be entitled to 7 (seven) days of paid sick leave during every calendar year.

(iii) **Casual Leave**

You will be entitled to 7 (seven) days of casual leave during every calendar year.

(iv) **Public Holidays**

You will also be entitled to 3 (three) national holidays and 5 (five) festive holidays as may be provided in the policies of the Company.

### Leave of absence

16. That should you remain absent from work, without any information or prior written sanction of leave and/or without any satisfactory explanation for more than 8 consecutive



# WYNDHAM

## HOTELS & RESORTS

days including absence when leave though applied for but not granted, or overstaying your sanctioned leave for more than 8 consecutive days without prior written sanction of extension of leave by the Management, it will be presumed that you are no longer interested in working for the Company and that you have abandoned its services of your own accord, thereby terminating your contract of service. In such a case, you will not be entitled to any statutory compensation.

### Continuing Education

17. You will be required to take prior written permission from the Management for seeking admission/pursuing any educational courses/higher education/professional studies with any deductions/professional institute. Such permission shall always be subject to the condition that it does not in any way adversely affect the work of the organization. In case the permission for study is granted, the employee may be sanctioned leave for actual days of examinations only. However, in the exigencies of business the permission so granted or leave so sanctioned for the examination is liable to be cancelled.

### Other work conditions

18. Any or all the terms and conditions of your employment whether during the probationary period or thereafter shall be subject to revision at the sole discretion of the management.
19. You will be governed by the rules, regulations; service conditions, employee hand book, notices, circulars, instructions etc. as are in force at present and as may be amended / formulated / invoked / introduced by the management from time to time.
20. It is understood that this employment is being offered to you on the basis of the particulars furnished by you in your application for employment. However, if at any time, it should emerge that the particulars as furnished by you were false/incorrect or if any relevant information has been suppressed, this appointment shall be rendered void and shall be liable for termination forthwith without any notice.
21. You are required to submit an acceptable documentary evidence of your date of birth. The date of birth as shown and declared by you, will be used for all purposes and no cognizance will be taken of any request for alteration in future.
22. The company would cover you through medical & personal accident insurances for any unforeseen medical exigencies. However, your appointment or continuation in service with the organization shall be subject to medical fitness certified by the doctor/s and hospital nominated by the management. This appointment and its continuance, is subject to your being found, remaining medically (physically and mentally) fit in the opinion of the Company's Medical Officer / Company's authorized Hospital.
23. You will retire from service on attaining the age of 60 years.

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## HOTELS & RESORTS

24. You will keep the Company informed about any change in your residential address and contact telephone number. Any communication/letters/instructions sent to you on your last known address will be deemed to have been properly served on you.
25. You will not refuse to accept any communication tendered to you by the Management. In the event of your refusal to receive any communication, the same will be sent to you under 'Certificate of Posting' and it shall be deemed to have been personally served on you.
26. In case of any dispute or difference arising out of your employment and/or non-employment, the same shall be referred to the sole arbitrator to be appointed by the Board of the Directors of the Company and the award of the arbitrator shall always be binding upon the parties.
27. The provisions of this Employment Agreement shall be governed and construed as per the laws of India. Subject to the above, the Employee and the Company submit to the exclusive jurisdiction of the courts at Gurugram, Haryana. .
28. During the term of your employment and for a period of 3 years immediately following the termination of your employment with the Company, you agree not to interfere with the business of Company in any manner. By way of example and not of limitation, you agree not to (i) solicit or attempt to solicit any employee, independent contractor or consultant of the Company to become an employee, consultant or independent contractor to or for any other person or entity, and (ii) solicit any customers of the Company with whom you had contact or whose identity you learnt as a result of your employment with the Company. For purposes of this Agreement, a "customer" is any person or entity to which the Company has provided goods or services or entered into a commercial relationship with/to produce or offer such goods and services.

### Sexual Harassment

29. It is the Company's policy to prohibit in our workplace any conduct, which constitutes sexual harassment. The Company has a policy on sexual harassment. It guarantees to deal with allegations of harassment seriously, promptly and in confidence and undertakes to protect from victimization of those employees who complain about sexual harassment.

### Termination of employment by Company or Employee

30. After confirmation, your services are liable to be terminated by the Company by giving 1 (One) month's notice in writing or payment in lieu thereof. You can leave services by resignation by giving 1 (One) month's notice in writing. Any earned leave due will not be adjusted against the notice period and can be encashed as per the Leave policy of the Company governing the employees of the Company.

# WYNDHAM

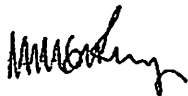
## HOTELS & RESORTS

In the event of termination, you must complete all pending assignment(s) to the satisfaction of the Company, before the services are released. Upon termination you shall:

- A. Not at any time thereafter make any untrue or misleading oral or written statements about the Company, its business. Further, you shall not represent or permit yourself to be held out as being in any way connected with, directly or indirectly, or being interested in the business of the Company, except as a former employee of the Company for the purpose of communicating with prospective employers or complying with any applicable statutory requirements;
- B. Not at any time thereafter use the name of the Company or any other name capable of confusion therewith (whether by using such names as part of a corporate name or otherwise); and
- C. Immediately return to the Company all papers and documents or other property which may at that time be in your possession, relating to the business or affairs of the Company or any of its associated or branches or its clients and will not retain any copies or extracts therefrom.
- D. Upon termination of this Employment, but before the last pay of monthly service compensation (final payment), a final payment and release of all claims settlement shall be set up by the Company and submitted to you. The final payment is subject to any deduction by the Company of any outstanding loans or other amounts demonstrably due from you, or any withholding or deduction from any validly accrued statutory payments (to be made to the Employee), such as gratuity, that are so withheld or deducted by the Company, due to you being found guilty of gross misconduct or such other reason as stipulated or permitted under the law relevant to such statutory payment.

Notwithstanding the above stated, the Company reserves the right to terminate your employment without any notice or compensation as a part of disciplinary action in situations including, but not limited to violation of any 'Code of Conduct' of the Company, criminal prosecution by law enforcing agencies, violation of the Employee Proprietary Information and breach of employment conditions, trust or financial integrity.

With best wishes,



Name: Mike Reilly

Designation: Director Wyndham Hotels & Resorts India Private Limited

# WYNDHAM

HOTELS & RESORTS

Employee	Garv Jain
Signature	
Date	

I have read/ I have been read over and explained to me in the language I understand the above Terms and Conditions and I have understood the same correctly. I undertake to abide by them.

\_\_\_\_\_  
Signature

# WYNDHAM

HOTELS & RESORTS

## COMPENSATION DETAILS

Name: Garv Jain  
Designation: Development & Feasibility Analyst EMEA  
Location: Gurugram  
Date of Joining: Monday, June 20<sup>th</sup> 2022

### ANNEXURE

Name	Garv Jain	
Position	Development & Feasibility Analyst EMEA	
Elements of Pay	Compensation Structure	
	Monthly	Per Annum
Basic Pay	29,167.00	350,004.00
House Rental Allowance	14,583.50	175,002.00
Conveyance	1,600.00	19,200.00
Medical Allowance	1,250.00	15,000.00
Leave Travel Allowance	2,431.00	29,172.00
Special Allowance	9,301.83	111,622.00
Gross Salary	58,333.33	700,000.00
Retiral Benefits (Company Contributions) **		
Provident Fund	3,500.00	42,000.00
<b>TOTAL</b>		<b>742,000.00</b>
<b>Other Company Benefits</b>		
Insurance cover: You will be entitled to Group Medical, Group Personal Accident and Group Term Life Insurance		
Leave: As per company leave policy		
Gratuity: Only on completion of 5 years of service		
Resort Entitlement: On confirmation of services		
Bonus: Target Payout 5% of the annual gross salary		



WTW Global Delivery and Solutions India Private Limited

**OFFER OF EMPLOYMENT**

[wtwco.com](http://wtwco.com)



PRIVATE AND CONFIDENTIAL

24 May 2022

Mr. Shreyas Chawla  
House No. 78, Street No. 15,  
Bhagwati Garden Extn, Jain Road, Uttam Nagar, D K Mohan Garden,  
West Delhi,  
Delhi - 110059, India

Dear Shreyas

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 Shreyas Chawla ("You"; "Your") S/o / D/o. Praveen Kumar-Chawla, House No. 78, Street No. 15, Bhagwati Garden Extn, Jain Road, Uttam Nagar, D K Mohan Garden, West Delhi, Delhi - 110059, 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: U72300MH1992PTC068724  
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 Polkhran Road No. 2, Close to Eastern Express Highway, Thane  
(W), Maharashtra - 400 607, India. T + 91 22 6210 7000

website: [www.wtwco.com](http://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 (including minority share holding company of Willis Towers Watson or operates under the name of Willis Towers Watson) 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 Plant No. 6, Godrej & Boyce Manufacturing Company compound, Pirojshanagar, LBS Marg, Vikhroli (West), Mumbai – 400 079 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].

#### JOINING BONUS

You shall be eligible for a joining bonus and You shall receive a Hiring/Joining Bonus for a total amount of INR 50000, provided You agree to Willis Towers Watson that you shall be in employment with Willis Towers Watson for a Minimum Period of 24 months. Any payment made shall be subject to income tax and other statutory deductions. For clarity, Joining Bonus is not fully earned until you have completed two years of service with the Company.

In the event, You voluntarily leave Willis Towers Watson, or if You are dismissed for gross or



repeated misconduct, before completing two full year of service with Willis Towers Watson, You shall be obliged to repay double the Hiring Bonus before the last day of Your employment with the Company. You agree that Willis Towers Watson may deduct all or part of the Hiring Bonus from any outstanding salary payments.

#### START DATE OF EMPLOYMENT AND NOTICE

Your employment under this Agreement shall start from 06 June 2022. No employment with a previous employer will count as a part of Your period of continuous employment with Willis Towers Watson.

Subject to aforementioned, and if not confirmed under any previous employment agreements with the Company or Group Company, The the first 6 (six) months of Your employment with Willis Towers Watson 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. For Clarity, Your Probationary Period with the Company is nullified and You are deemed to be confirmed employee with effect from the start 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 from the Group Company of Willis Towers Watson, Your employment start date with such Group Company shall be reckoned for the period of probation and continuous employment with Willis Towers Watson. Further, Willis Towers Watson and Group Company shall execute all reasonably necessary documents for transfer and will account the continuity of employment as per local laws.

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

SVKini

\_\_\_\_\_  
Director of Human Resources

Accepted and Agreed

Signature: Chawla

Name: Shreyas Chawla

Date: 28<sup>th</sup> May 2022

**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 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: Shreyas Chawla  
Title: Trainee  
Career Level: 83

Particulars	Annual (INR)
	150000
Basic	15000
House Rent Allowance	17250
Conveyance	12492
Festival Bonus	233658
Special Allowance	0
Shift Allowance	21600
Company's Contribution to Provident Fund	0
Company's Contribution to ESIC	450000
<b>Base Compensation (A)</b>	7215
Premium for Group Gratuity	24683
Premium for Group Medical Policy	522
Premium for Group Personal Accident Policy	7526
Premium for Group Life Insurance Policy	39946
<b>Benefits and Gratuity Cost (B)</b>	48946
<b>Total Cost to Company (A+B)</b>	

Your compensation shall be subject to statutory deductions under the prevailing law.

For WTW Global Delivery and Solutions India Private Limited

*SVKini*

Sandhya Vinayak Kini  
Director of 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](http://wtwco.com).

[wtwco.com](http://wtwco.com)

The logo for WTW, consisting of the letters 'wtw' in a bold, lowercase, sans-serif font. The letters are closely spaced and have a slightly irregular, hand-drawn appearance.



Employee Code: CL2288

Name: Vishal Bhola

SBU: HR & Admin

Location: New Delhi

**Performance Review Letter FY 2022-23**

Dear Vishal Bhola,

In the last year we as an organization have once again stood out from our peers and have been able to achieve incredible profitable growth and accomplish what we set out to do despite a challenging environment. We would like to thank you for your passion and the contribution that you have made in helping us achieve these results.

Based on the recently concluded appraisal process, your performance has been assessed as "Met All Expectations" for the year 2022-23.

Your Annual Compensation has been revised to ₹587,176/- with effect from 1st April 2023. The detailed breakup of the salary is attached.

All other terms and conditions remain the same, as per your original appointment order and any subsequent letters issued.

While there is uncertainty in the external environment, we are confident that you will play your part in making CaratLane more resilient by focusing on efficiency and unlocking new opportunities for growth in the coming year.

Looking forward to another brilliant year through Collaboration, Experimentation and Innovation.

For CaratLane Trading Private Limited

A handwritten signature in blue ink, appearing to read "P. Bhoj", with a horizontal line underneath.

Authorized Signatory

**CaratLane Trading Private Limited**  
(A Subsidiary of Titan Company Limited)

Reg Office: No. 727, Anna Salai, Pathari Road, Thousand Light, Chennai 600 006  
Corp Office: #701, 7th & 10th Floor, Ackruti Star Building, MIDC Central Road MIDC, Andheri East - Mumbai - 400 093. Tel: 022-4293 0360  
Corp Office : Unit No. 902, 9<sup>th</sup> Floor, EROS Corporate Tower, Nehru Place, New Delhi 110 019  
CIN: U52393TN2007PTC064830 | [www.caratlane.com](http://www.caratlane.com) | Toll Free No : 1800-102-0103 | Email : [contactus@caratlane.com](mailto:contactus@caratlane.com)



Employee Code: CL2288

Name: Vishal Bhola

Salary Components		Monthly	Annual
	Basic	23,000	276,000
	House Rent Allowance (HRA)	11,500	138,000
	Special Allowance	2,392	28,700
	Conveyance Allowance	3,000	36,000
	Food Coupon*	-	-
	LTA*	-	-
	Communication Reimbursement*	-	-
	Fuel & Maintenance Reimbursement*	-	-
<b>A</b>	<b>Total Gross Per Month (GPM)</b>	<b>39,892</b>	<b>478,700</b>
<b>B</b>	<b>Employer's Contribution to PF</b>	<b>1,800</b>	<b>21,600</b>
	Statutory Bonus	-	-
	Employer's Contribution to ESI	-	-
<b>C</b>	<b>Annual Total Cost (ATC) - Total of A+B</b>	<b>41,692</b>	<b>500,300</b>
	<b>Deductions</b>		
	Employee's Contribution to PF	1,800	21,600
	ESI	-	-
	Voluntary Provident Fund	-	-
	Food Coupon	-	-
	Professional Tax**	208	2,500
<b>D</b>	<b>Total Deductions</b>	<b>2,008</b>	<b>24,100</b>
	<b>Net Take Home (C - B - D)</b>	<b>37,883</b>	<b>454,600</b>
	Variable Payout (Quarterly Payout)		55,600
	<b>Cost to Company (CTC) (ATC + Variable Pay)</b>		<b>555,900</b>
	Medical Insurance		18,000
	Gratuity		13,276
	<b>Grand CTC</b>		<b>587,176</b>

\*Reimbursements are subject to bills submission as per Income Tax Act, 1961

\*\*Subject to change as & when revised by authorities.

For CaratLane Trading Private Limited

*P. Bisoi*

Authorized Signatory

**CaratLane Trading Private Limited**

(A Subsidiary of Titan Company Limited)

Reg Office: No. 727, Anna Salai, Pathari Road, Thousand Light, Chennai 600 006

Corp Office: #701, 7th & 10th Floor, Akruti Star Building, MIDC Central Road MIDC, Andheri East - Mumbai - 400-093. Tel: 022-4293 0360

Corp Office: Unit No. 902, 9th Floor, EROS-Corporate Tower, Nehru Place, New Delhi 110 019

CIN: U52393TN2007PTC064830 | [www.caratlane.com](http://www.caratlane.com) | Toll Free No : 1800-102-0103 | Email : [contactus@caratlane.com](mailto:contactus@caratlane.com)



16

  
**INTERNSHALA**

Internshala.com  
+91 124 4367427  
+91 124 4004123  
sarvesh@internshala.com

Scholiverse Educare Pvt. Ltd.  
B-610, Unitech Business Zone,  
Nirvana Country, South City 2,  
Gurgaon, India - 122018  
# CIN: U80901HR2011PTC064443

27<sup>th</sup> January 2023

**Aman Kumar**

House No.- 138, Vikash Nagar,  
Kurjee, Patna-800010, Bihar

Dear Aman,

You ("Employee") joined Scholiverse Educare Private Limited ("Company", which expressions shall include its successors and assigns) on 27<sup>th</sup> January 2023 and are working as Operations Associate at the Company's office situated at B-610, Unitech Business Zone, Nirvana Country, South City 2, Gurgaon - 122018.

The terms and conditions set forth herein are effective as of the Employment Start Date stated above, and shall supersede and replace any prior agreement, arrangement, negotiation or communication, written or oral, between the Company and you.

**1. Compensation**

1.1. The details of your remuneration are provided in Annexure A. Your remuneration will be payable in accordance with the Company's regular payroll schedule.

**2. Leaves And Other Service Benefits**

You will be entitled to leave, holidays and other service benefits as per the rules of the Company. The HR Policy Manual will be applicable to your service conditions and is incorporated herein by way of reference.

**3. Taxation**

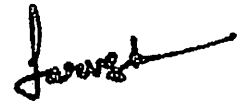
Any tax liability arising in respect of payments made pursuant to this Agreement or income earned by you while your employment with the Company is in effect shall be borne solely by you. The Company shall only be responsible for withholding taxes from the payments made to you pursuant to this Agreement and payment thereof to the credit of the Central Government of India in accordance with the provisions of the Income Tax Act, 1961 and Applicable Laws.

**4. Confidentiality and Intellectual Property Assignment**

As an employee of the Company, it is likely that you will receive confidential and / or proprietary information related to operations, products and services of the Company and its clients. Similarly, you may have confidential and / or proprietary information from your prior employers that should not be used or disclosed to anyone at the Company. Therefore, you expressly agree to comply with the Confidentiality and Intellectual Property Assignment Terms contained in Annexure C ("Confidentiality Terms") during and the term of your employment with the Company and at all times thereafter.

**5. Representations and Warranties**

You represent and warrant to the Company that:



*Aman Kumar*

- (i) The execution, delivery and performance of this Agreement by you does not and will not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which you are a party or by which you may be bound;
- (ii) You are not a party to or bound by any employment agreement, non-competition agreement or confidentiality agreement with any person or entity other than the Company. By signing this Agreement, you represent that you do not have any contractual obligations with respect to your former employment(s); and
- (iii) Upon the execution and delivery of this Agreement by the Company and you, this Agreement shall be the valid and binding obligation of you, enforceable in accordance with its terms.

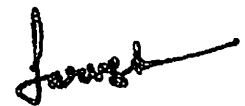
**6. Obligations**

- 6.1 During your employment, you will devote your full business efforts and time to the Company. You will not, without prior written consent of the Company, directly or indirectly pursue, carry on or be engaged or interested in any business, trade or profession other than that of the Company during your employment with the Company. This obligation, however, shall not preclude you from engaging in appropriate civic, religious and charitable activities.
- 6.2 You will conform to such hours of work as may, from time to time, be reasonably required of you and will not be entitled to receive any additional remuneration for work outside the normal working/business hours.
- 6.3 You will faithfully carry out your duties and responsibilities assigned to you by the Company, to the best of your abilities, and observe all rules and regulations of the Company, as well as those prescribed under Applicable Law, in force from time to time during the course of your employment with the Company. You will devote all your attention, knowledge and experience and give your best efforts, skills and abilities to diligently and efficiently serve and promote the business and interests of the Company in a professional manner.
- 6.4 As an employee at Internshala, you also represent Internshala brand and we expect you to conduct yourself with utmost professionalism on all public forums (online and offline). In particular, we expect you to not indulge in any conversation using abusive language on any social media platform. If we come across any such example, Internshala reserves the right to take necessary disciplinary action, including, but not limited to, termination of your employment with Internshala
- 6.5 You are expected to adhere to Internshala's IT Policy that may be in effect at any given point in time.
- 6.6 You will adhere to Company's Policy on Prevention of Sexual Harassment of Women at Workplace that may be in effect at any given point in time.
- 6.7 You will not be authorized to interact with media and you are expected to redirect them to Smriti (smriti@internshala.com, +91-9650117804) if you are contacted by someone from media for a sound byte regarding any aspect of Internshala.

**7. Transfer To Other Locations / Secondment Or Assignment Of Employment To Group Companies**

During your employment with the Company, you may be transferred / deputed / seconded / assigned from one place to another any where in India or abroad and / or from one department to another or from one establishment to another and / or to any other concern including any of Company's affiliates, associates, group companies and / or entities in which the Company may be having any interest, whether existing or which may be set up in future. For the purpose of this Agreement, the term "Company" shall include such affiliates, associates, group companies and / or entities in which the Company may be having any interest (existing or future).

Aman Kumar



**8. Non-compete and Non solicit**

**8.1** In addition to the obligations specified in the Confidentiality Terms, you agree that, during your employment with the Company and for a period of two (2) years thereafter,

- (i) You shall not engage, directly or indirectly, in Competitive Business, or have any direct or indirect interest in any Person (whether as an employee, officer, director, agent, security holder, creditor, consultant) that engages in any Competitive Business;
- (ii) You shall not, either on your own account or for any Person, solicit any employees or officers of the Company to leave his or her employment, induce or attempt to induce any employees or officers to terminate or breach his or her employment agreement with the Company;
- (iii) You shall not, either on their own account or for any Person, directly or indirectly, solicit, cause in any part or knowingly encourage any then existing clients, vendors and/or business partners of the Company to cease relation or doing business in whole or in part with the Company, or solicit, cause in any part or knowingly encourage any of the then existing clients, vendors and/or other business partners of the Company to do business with any other Person other than the Company or itself, directly or indirectly, deal with such clients (as your clients/customers).

**8.2** You acknowledge that the duration and scope of the undertakings are reasonable under the circumstances in which they have been given. Further, you expressly waive any right to assert inadequacy of consideration as a defence to enforcement of the covenants set forth in this Clause 8. In the event that any provision of this Clause 8 shall be determined by any court of competent jurisdiction to be unenforceable by reason of it being extended over too great a time, too large a geographic area or too great a range of activities, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by Applicable Law.

**9. Term and Termination**

- 9.1** This Agreement shall be effective and binding upon the Parties from the date of this Agreement and will continue until and unless terminated in accordance with the provisions herein below.
- 9.2** The Company may terminate your services by giving two month's written notice or salary in lieu thereof without assigning any reasons. If the Company terminates your employment and wants you to leave before the completion of the notice period, the Company may, at its sole discretion, decide to pay you the gross salary for the balance period remaining out of the two months' notice period.
- 9.3** You may resign from the service of the Company by giving two months' notice in writing. The Company may, in its sole discretion, waive the notice period upon payment of two month's gross salary by you.
- 9.4** Your employment shall stand terminated forthwith (without providing any notice or salary in lieu thereof by the Company) if you are held guilty of any offence involving moral turpitude, breach of Applicable Laws, or breach of any provisions of this Agreement.
- 9.5** The terms of Clauses 4 (Confidentiality and Intellectual Property Assignment) and Annexure C, 5 (Representations and Warranties), 8 (Non-compete and Non-solicit, to the extent specified in Clause 8), Clauses 9.5 and 9.6 (Termination), 11 (Governing Law and Jurisdiction), 12 (Other covenants and undertakings), 13 (Injunctive Relief; Other Remedies), 14 (Severability), 15 (Amendments and Waivers), 16 (Survival and Assignment by the Company), 17 (Notice) and Annexure B (Definitions and Interpretation) shall survive termination of this Agreement.

Aman Kumar



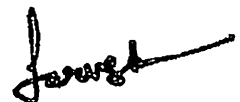
- 9.6 Upon termination of this Agreement, you shall be required to execute such forms and documents and comply with such other formalities as required by the Company.
- 9.7 At the time of the termination, if there are any pending inquiries against you, your full & final settlement will be done after completion of the inquiry as per the recommendation of the inquiry committee. The outcome of such inquiry may also reflect in the experience certificate provided to you by the Company.
- 10. Background Check and Postal Address**  
Your employment with the Company is subject to your background verification coming back positive and you represent that all information provided to the Company or its agents with regard to your background is true and correct. You shall keep the Company informed of your latest postal address at all times and intimate in writing in case of change of address. Any communication sent to you by the Company on your last known address (as intimated by you) shall be deemed to have duly served notwithstanding the fact that you have changed your address.
- 11. Governing Law and Jurisdiction**
- 11.1 This Agreement shall be governed and construed in accordance with the laws of India. It is agreed that any dispute of whatsoever nature between you and the Company will be, subject to Clause 11.2 below, subject to exclusive jurisdiction of courts of Gurgaon.
- 11.2 Any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement, or the breach or validity of this Agreement, shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted at New Delhi in English language by a sole arbitrator appointed by the Company. The arbitration award shall be in writing, shall set forth the findings of fact and the conclusions of law, and shall be final and binding on the Parties.
- 12. Other Covenants and Undertakings**
- 12.1 You covenant and recognize that:
- (i) You have read and understood the terms of this Agreement and freely consent to its terms;
  - (ii) The terms of this Agreement are reasonable, legitimate and necessary for the purpose of preserving the goodwill, proprietary rights and going concern value of the Company. The terms of this Agreement are essential to the Company's willingness to employ you, and that consequently, these provisions herein are for the promotion of and not the restriction of your business and trade interests; and
  - (iii) The character, duration and geographical scope of this Agreement are reasonable and fair in the light of the circumstances, as they exist.
- 12.2 You hereby undertake:
- (i) That 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 written approval of the Company; and
  - (ii) To abide 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.
- 13. Injunctive Relief; Other Remedies**

Aman Kumar

Jayesh

- 13.1 You acknowledge that you are in a position of responsibility and are expected to abide by the terms and conditions of this Agreement and any other regulations governing your employment including instructions issued by the Company from time to time.
- 13.2 You further acknowledge that any breach of the covenants of this Agreement or other terms of employment will result in immediate and irreparable injury to the Company and its affiliates and the remedy under Applicable Law for any breach of the provisions of this Agreement is and will be inadequate, and in the event of a breach or threatened breach by you of this Agreement or other terms of employment, Company shall be entitled to an injunction restraining you from breaching or otherwise violating any provision of your employment. Nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to it for such breach or threatened breach, including but not limited to, the recovery of damages or seeking specific performance from you.
- 13.3 Without prejudice to any right of the Company and/or any other remedy available to the Company under this Agreement or under Applicable Law, you shall be liable to indemnify, defend and hold harmless the Company, its affiliates, and their respective directors, officers, representatives, employees, managers and members (collectively, the "Indemnified Persons") from and against any and all Losses, suffered or incurred by any of the Indemnified Persons (regardless of whether or not such Losses relate to any third party claim) and which arise out of, or result from or are connected with any (i) misrepresentation in, inaccuracy in or breach by you of any representation, warranty, term, covenant or undertaking provided by you, contained in this Agreement or other terms of your employment or Confidentiality Terms; (ii) violation by you of any Applicable Law; (iii) anything done or omitted to be done through negligence, default or misconduct by you.
- 13.4 The Company shall have a right to set off/deduct any amounts payable by you to the Company (including any indemnity amounts) from the amounts payable by the Company to you under this Agreement.
14. **Severability**  
It is expressly understood and agreed that although the Company and you consider the restrictions contained in this Agreement to be reasonable, legitimate and necessary for the purpose of preserving the goodwill, proprietary rights and going concern value of the Company, in case any one or more of the provision or a part thereof contained herein is held, by a court of competent jurisdiction, to be invalid, unenforceable, illegal in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part thereof, and this Agreement shall, to the fullest extent permissible under Applicable Law, be reformed and construed as if such invalid, unenforceable, illegal provision had never been contained herein, and such provision shall be reformed so that it would be valid, legal and enforceable to the maximum extent possible.
15. **Amendments and Waivers**  
Any term of this Agreement may be amended with the written consent of the Company and no waiver shall be effective unless in writing by the Company. Any amendment or waiver effected in accordance with this Clause shall be binding upon the Parties and their respective successors and assigns. A failure or neglect by the Company to enforce or exercise (in whole or in part) at any time any of the provisions of this Agreement shall not be construed or be deemed to be a waiver of its rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Company's rights to take subsequent action.
16. **Survival and Assignment by the Company.**

Aman Kumar



You understand that your obligations under this Agreement will continue in accordance with its express terms regardless of any changes in the terms of engagement with the Company, including title, position, duties, salary, compensation or benefits or other terms and conditions of my employment. You further understand that your obligations under this Agreement will continue following the termination of the services hereunder regardless of the manner of such termination and will be binding upon my heirs, executors and administrators. The Company will have the right to assign this Agreement to its affiliates, successors and assigns. You expressly consent to be bound by the provisions of this Agreement for the benefit of the Company or any parent, subsidiary or affiliate to whom you, and your Services, may be transferred, without the necessity that this Agreement be re-executed at the time of such transfer.

**17. Notice**

All notices under this Agreement shall be in writing, sent by facsimile or first-class registered or recorded delivery post to the Party being served at its address specified above or at such other address of which such Party shall have given notice as aforesaid, and marked for the attention of that Party's signatory of this Agreement. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.

- 18.** As an employee of Internshala you are also eligible for Health Insurance Benefit which cover 2L Health Insurance and 5L Accidental cover for the family. [Family - Employee + Spouse + 4 Kids (2 in case of maternity)].

Aman Kumar

Javed

  
**INTERNSHALA**

☎ internshala.com  
☎ +91 124 4367427  
☎ +91 124 4004123  
✉ sarvesh@internshala.com

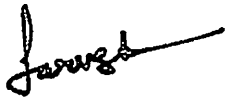
📍 Scholiverse Educare Pvt. Ltd.  
B-610, Unitech Business Zone,  
Nirvana Country, South City 2,  
Gurgaon, India - 122018  
# CIN: U80901HR2011PTC064443

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In case this offer of employment is acceptable to you, please sign the duplicate copy of this Agreement and return to us as a token of your acceptance of the terms and conditions of employment offered to you.

Thanking you,

For Scholiverse Educare Private Limited

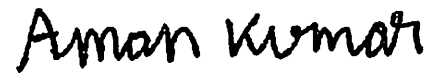


Sarvesh Madhu Agrawal

Director and Chief Executive Officer

I have gone through the aforesaid terms and conditions / terms of appointment and have fully understood the same. I agree to be bound by the terms and conditions stated herein.

Dated: 27<sup>th</sup> January 2023



Signature

**Annexure A**

**Compensation Structure**

Particulars (Annual Salary Cash Components)	Amount (INR)
a. Basic Salary	217,391
b. HRA	108,696
c. Statutory Bonus	18,109
d. FEP	62,000
e. Other Allowance	6,387
<b>f. Gross Salary (a+b+c+d+e)</b>	<b>412,583</b>
g. Employee Contribution to PF	21,600
h. Employee Contribution to LWF	300
<b>i. Net Salary (f-g-h)</b>	<b>390,683</b>
j. Employer Contribution to PF	21,600
k. Employer Contribution to LWF	600
<b>l. Fixed CTC (f+j+k)</b>	<b>434,783</b>
m. Performance Linked Bonus*	65,217
<b>CTC (l+m)</b>	<b>500,000</b>

\* Performance linked bonus is paid at the end of the appraisal year and is a function of individual and organization performance.

*Aman Kumar*

*Jarvis*



Annexure B

Definitions and Interpretation

1. Definitions

For the purpose of this Agreement, unless the context otherwise requires, the following words and expressions shall have the meanings assigned to them in this Paragraph 1 of Annexure B:

"Agreement" shall mean this employment letter together with the Annexures, rules, regulations, policies framed by the Company from time to time, and directions and instructions issued by the Company, as may be amended or supplemented from time to time, in accordance with its terms.

"Applicable Laws" shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law, by any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter.

"Business" shall mean the business of the Company which includes (i) helping students, young professionals and others to find and apply for Internship and job opportunities, (ii) helping companies to find right talent and fill internship and job openings, (iii) offering students and others online and other training programs, and (iv) other services associated with the preceding items (i) to (iii), and shall include all businesses to be developed or acquired by the Company in the future, subject to the Articles of Association of the Company.

"Competitive Business" means business or activity of providing services similar to the Business, which shall initially mean those including but not limited to Naukri.com, Monster.com, TimesJob.com, letsintern.com, twenty19.com and internships.com.

"Concepts and Ideas" shall mean concepts and ideas disclosed by the Company or which are developed by you during the course of performance of services for the Company, including those relating to Company's past, present or prospective business activities, services and products.

"Confidential Information" shall mean all information of whatever nature (financial, technical, commercial, legal or otherwise), whether or not in writing, whether or not proprietary or marked specifically as "Confidential" by the Company, and disclosed by the Company to you, either directly or indirectly. Confidential Information shall include, without limitation non-public financial and business information, any proposals, draft agreements, letters of intent, correspondence and communication (oral, in written and electronic form), meeting notes, presentations, prices, rates, costs, data, drawings, passwords and program designs, proprietary computer software designs and hardware configurations, proprietary technology, live projects/features which have not been made public by the Company, new product and service ideas, marketing, financial, trading, research, trade secrets, Concepts and Ideas, Developments, Intellectual Property Rights, and all other information marked as 'confidential' or otherwise, whether of a technical, financial or business nature or otherwise, whether in whole or in part, and regardless of the medium by which such information is supplied (including all copies and derivative works subsequently generated from such information).

"ESOP Scheme" shall mean the Employee Stock Option Scheme 2014, as adopted by the Company.

Aman Kumar

Jain

"Equity Shares" shall mean equity shares of the Company of the face value of Rs. 10 each, having rights and obligations set forth in the Articles of Association of the Company.

"Governmental Authority" shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of law or any court, tribunal, arbitral or judicial body of India or any other country.

"Loss(es)" shall mean any and all losses, liabilities, obligations, claims, demands, actions, suits, judgments, awards, fines, penalties, taxes, fees, settlements and proceedings, fines, costs, expenses, royalties, deficiencies, damages (whether or not resulting from third party claims), charges, attorneys' and accountants' fees and disbursements.

"Parties" or "Party", the Company and you shall be collectively referred to as "Parties" and individually, a "Party".

"Person" shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Laws.

## 2. Interpretation

In this Agreement, unless the context or meaning thereof otherwise requires:

- (i) Headings, bold typeface and index are only for convenience and shall be ignored for the purpose of interpretation;
- (ii) Unless the context of this Agreement otherwise requires:
  - (a) Words using the singular or plural number also include the plural or singular number, respectively; and
  - (b) Words of any gender are deemed to include the other gender;
- (iii) References to the words 'including' and 'inter alia' shall be deemed to be followed by 'without limitation' or 'but not limited to', whether or not those words are followed by such phrases or words of like import.
- (iv) The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case may be;
- (v) The terms "Clause", "Paragraph", "Annexure" refer to the specified clause, paragraph and annexure, respectively, of this Agreement;
- (vi) Terms "you" and "your" under this Agreement shall refer to the Employee;
- (vii) Any word or phrase defined in the body of this Agreement (including Annexure C) as opposed to being defined in this Annexure B shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.
- (viii) Other terms and conditions of employment notified by the Company, rules, regulations, orders, policies framed by the Company from time to time, and directions and instructions issued by the Company shall be deemed to be incorporated under this Agreement and shall form an integral part of this Agreement.

Aman Kumar



Annexure C

Confidentiality and Intellectual Property Assignment Terms

1. Confidentiality Obligations

1.1 You shall, either during the term of my employment with the Company or anytime thereafter:

- (i) treat as confidential all Confidential Information which is supplied to you and not to disclose to any person or entity;
- (ii) use the Confidential Information only for, or in relation to, performance of services in accordance with the terms of this Agreement;
- (iii) not release any press statement or issue any other publicity regarding the relationship between the Parties. In addition, you shall not, directly or indirectly, use or refer to the Company, or any derivation of its name or identity or any marks associated with its identity for any purpose whatsoever;
- (iv) not disclose to any third party the identity of the Company;
- (v) rely on the Confidential Information at your own risk and agree and acknowledge that the Company does not, and shall not be deemed to be, making any representations or warrant the accuracy or reliability of any such Information;
- (vi) not disclose any Confidential Information on any public platform, including but not limited to social networking sites and/or discussions with third parties;
- (vii) not disclose any Confidential Information on your resume without obtaining prior written consent of the Company;
- (viii) promptly notify the Company if any negotiations or discussions or any Confidential Information are required to be disclosed in accordance with Applicable Law and (i) where reasonably practicable to do so, shall co-operate with the Company in relation to the manner of any such disclosure, and (ii) shall take any action which the Company may reasonably elect to take to prevent (to the extent permissible under Applicable Law) such disclosure and/or to challenge the validity of any such requirement.

1.2 Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means.

2. No Rights Granted

Any Confidential Information disclosed or acquired hereunder shall remain the absolute property of the Company or the originator of such Confidential Information. You agree that you shall not acquire any right, whether expressly or by implication, under any patent, copyright, trademark or other intellectual property right or any other right or title to or licence in respect of Confidential Information.

3. Degree of Care

You agree that you shall exercise the same degree of care that you utilizes to protect your own Confidential Information of a similar nature which shall be no less than reasonable care, to protect the secrecy of and avoid disclosure and use of Confidential Information disclosed by the Company. You shall cooperate with the Company and use your best efforts to prevent any misuse, misappropriation or unauthorized disclosure of Confidential Information. You agree to notify the Company of any misuse, misappropriation or unauthorized disclosure of Confidential Information which may come to your attention.

4. Developments

4.1 Disclosure of Developments. You shall make full and prompt disclosure to the Company of all inventions, discoveries, designs, developments, methods, modifications, improvements, processes, algorithms, Concepts and Ideas, mask works, databases, computer programs, formulae, techniques, trade secrets, graphics or Images, and audio or visual

Aman Kumar

Jayesh

works and other works of authorship (collectively "Developments"), whether or not patentable or copyrightable, that are created, made, conceived or reduced to practice by you (alone or jointly with others) or under your direction or supervision during the term of this Agreement.

- 4.2 **Assignment of Developments.** You acknowledge that all work performed by me is/are on a "work for hire" basis, and you hereby do assign and transfer and, to the extent any such assignment cannot be made at present, will assign and transfer, to the Company and its successors and assigns all the right, title and interest in all Developments that (a) relate to the business of the Company or any customer of or supplier to the Company or any of the products or services being researched, developed, manufactured or sold by the Company or which may be used with such products or services; or (b) result from tasks assigned to me by the Company; or (c) result from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company (collectively, "Company-Related Developments"), and all related patents, patent applications, trademarks and trademark applications, copyrights and copyright applications, and other intellectual property rights in all countries and territories worldwide and under any international conventions ("Intellectual Property Rights").
- 4.3 **Prior Inventions.** You will not incorporate, or permit to be incorporated, any Prior Invention (as defined below) in any Company-Related Development without the Company's prior written consent. A "Prior Invention" is any Development that you have, alone or jointly with others, conceived, developed or reduced to practice prior to this Agreement that you consider to be your property or the property of third parties. If, in the course of your services to the Company, you incorporate a Prior Invention into a Company product, process or machine or other work done for the Company, you hereby grant to the Company a non-exclusive, royalty-free, paid-up, irrevocable, worldwide license (with the full right to sublicense) to make, have made, modify, use, sell, offer for sale and import such Prior Invention.
- 4.4 **Other Agreements.** You represent that your performance of all provisions of this Agreement will not breach any agreement or other obligation to keep in confidence proprietary or confidential information known to you before or after the commencement of your engagement with the Company. You will not disclose to the Company, use in the performance of your work for the Company, or induce the Company to use, any Prior Inventions (as defined above), confidential or proprietary information, or other material belonging to any previous employer or to any other party in violation of any obligation of confidentiality to such party or in violation of such party's proprietary rights.
5. **Enforcement of Intellectual Property Rights.** You will cooperate fully with the Company, both during the term of this Agreement or anytime thereafter, with the Company, with respect to the procurement, maintenance and enforcement of Intellectual Property Rights in Company-Related Developments. You will sign, both during and after the term of this Agreement, all papers, including without limitation copyright applications, patent applications, declarations, oaths, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Company-Related Development.
6. **Return of materials**  
 Upon termination of this Agreement, or at any time on receipt of a written request from the Company, you will be required to destroy or return all Confidential Information and confirm through a certificate signed by its duly authorised officer, within five (5) days of termination that all Confidential Information in your possession or control has been destroyed. However, such destruction of Confidential Information shall not relieve you from your obligations incurred before the termination of this Agreement.

Aman Kumar

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PRIVATE AND CONFIDENTIAL

30/01/2023

Candidate ID: 19483  
Mr. Rahul Khadiya  
5/311, Dakshinpuri  
Ambedkar nagar  
New Delhi, Delhi - 110062

SUBJECT: Offer of Employment and Appointment Letter

Dear Rahul,

With reference to the recent meetings and discussions you have had with us, we are now pleased to make you an Offer of Employment with IGT Solutions Private Limited ("Company").

This Offer is made subject to and is conditional upon you meeting the following criteria:

A pre-employment screening check, including receipt of references to the satisfaction of the Company, as applicable.

Verification to the satisfaction of the Company of the information that has been provided to the Company during the course of your application process.

You are requested, to provide documentary proof to the Company that you are (and continue to be throughout your employment) in possession of the necessary permission to live and work in India. This includes satisfying the requirements of the government medical check, as applicable.

Every effort will be made to complete the Company's recruitment procedures before the date of your joining the Company. The checks/verifications listed above may be repeated at any time during your employment. If the checks listed above are not completed prior to the commencement of your employment and if you fail in any of the checks/verification performed, the Company may withdraw its Offer of Employment and Appointment Letter immediately and you will not be entitled to any pay in lieu of notice or any other-compensation or damages.

If the checks are carried out while you are employed but do not return satisfactory results on account of misconduct, the Company may terminate your employment without notice or pay in lieu of notice, if you have been employed for less than one month, and/or by giving one week's notice if you have been employed for one month or more (subject to any greater notice period as may be required by law).

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(Formerly known as InterGlobe Technologies Pvt. Ltd)  
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Gurgaon - 122016, Haryana

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www.igt solutions.com  
mktg@igt solutions.com

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By accepting this offer, you consent to providing your Aadhar Card for the purposes of a) authentication; b) providing you with statutory dues like provident fund etc; b) proof of address, if applicable and c) background checks through Company personnel or third party vendor. In case you are unable to provide Aadhar card, you will immediately inform us the reason for the same.

Your appointment will be based on the following terms and conditions:

- 1. Appointment:** You will be designated as Process Associate-Travel with effect from 31/01/2023. You will report to Practice Head or such other person as may be notified, from time to time, in writing to you by the Company. Your appointment is subject to your being found medically fit and a satisfactory verification of your qualification, references and background checks.
- 2. Compensation:** Your role is currently positioned in Band 1C and your monthly compensation and other benefits will be as specified in Annexure 'A'. You shall adhere to all policies framed by the Company and as amended from time to time. Further, you shall be liable for any income tax and all other applicable taxes arising out of payments received by you by way of remuneration as stated in this clause.
- 3. Probation and Confirmation:** From the date of appointment, you shall undergo 90 days of probation in the Company, which may be extended if so deemed necessary by the Company for such further period as it deems fit. If you successfully complete the probation period, either initial or extended as the case may be, the Company may in its sole discretion confirm your employment. On expiry of the aforesaid probation period, your employment with the Company would be deemed to be confirmed. During the probation period either party can terminate the contract of employment within 10 days' notice prior written notice without assigning any reasons thereof.
- 4. Notice Period and Termination:** Your appointment with the Company will be subject to termination with 30 days notice or payment in lieu thereof. Should you desire to resign from the Company you shall provide the Company with a prior written notice of similar period of such resignation or payment in lieu thereof at the discretion of the Company. However, in case any disciplinary proceedings are either contemplated or pending against you, the Company shall have the right not to accept your resignation. If you desire to resign from your services hereunder, you shall, notwithstanding the provision with respect to payment in lieu of the notice as provided hereunder, make yourself available during all office hours, for such period from the date of tendering your resignation, as maybe required by the Company at its discretion in order to ensure smooth transition.
- 5. Retirement:** You shall retire upon attaining such retirement age as may be determined by the Company as per its policies from time to time. Upon such retirement, you shall cease to be an employee of the Company. The Company may, however, at its sole discretion, choose to extend the term of your employment for such further period as it may deem fit.

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**6. Location/Domicile:** You will initially be posted in 2nd Floor, InfoTech Centre, 14/2 Old Delhi Gurgaon Road, Dundaheera, Gurugram - 122016, Haryana, India. However, the Company may, at any time, at its sole discretion, transfer/second and/or depute you from one place to another anywhere in India or abroad and/or from one department to another and/or from one division to another and / or to any of its affiliates, associates, subsidiaries, group companies or customers or other concern in which the Company may be having any interest whether existing or which may be set up in future.

**7. Company Policies:** During the course of your employment with the Company, you shall be required, to keep yourself informed, updated and comply with, all the policies and procedures of the Company in force and as may be amended from time to time and as applicable to you, which shall be considered to be a part of your Appointment Letter and terms of employment. The company shall not be responsible for any damage/loss of any nature whatsoever accruing to you, owing to you not being aware of and/or updated with any such Company policies and amendments thereto.

**8. Role & Responsibility:** Your responsibilities and duties will be shared with you on your joining the company and you would be expected to discharge your duties accordingly. However, in addition to our usual duties, you may be required to discharge and perform any responsibility or work that may be entrusted and assigned to you by the Company. During the course of your employment with the Company, the Company shall be entitled to change your designation and / or reporting structure. You will also be responsible for the effective functioning of the staff or employees, if any, under your supervision.

**9. Confidentiality:** You will maintain strict confidentiality as regards all matters concerning the Company and will not divulge any information regarding the Company to any third party, without the prior written consent of the Company. In addition to the provisions of this clause, your confidentiality obligations towards the Company shall be governed by the terms and conditions of the Confidentiality and Non-Disclosure Agreement, attached hereto as Annexure 'B', which shall be considered as an integral part of this Appointment Letter. In the event of any conflict, in respect of any confidentiality related provisions, between the contents of this Appointment Letter and the Confidentiality and Non-Disclosure Agreement, the provisions of the Confidentiality and Non-Disclosure Agreement shall take precedence.

**10. Veracity of Particulars Submitted:** It is understood that this employment is being offered to you on the basis of the particulars submitted by you in your application for employment under the Company. However, if at any time it should emerge that the particulars furnished by you as part of the joining formalities, are false, incorrect or inaccurate; or if any material or relevant information has been suppressed or concealed; if you are engaged in any fraudulent activity or misconduct; or if your performance is not up to the expected standard; your appointment will be considered ineffective and irregular and would be liable to be terminated by the Company forthwith without notice or salary in lieu thereof. This will be without prejudice to the other rights of the Company including taking disciplinary action against you for the same.

**11. Exclusivity:** During the period of your employment with the Company, you shall work exclusively for the Company and not secure any other job either for remuneration or on honorary basis, without the prior written consent of the Company.

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**12. Non Solicitation:** You shall not at any time during the term of your employment with the Company or thereafter, under any circumstances, directly or indirectly entice or solicit the Company's and/ or any of its subsidiaries' and / or affiliates' personnel to leave the employment of the Company and/ or any of its subsidiaries and / or affiliates or apply for employment with any third party or encourage such personnel of the Company to take any action or inaction that may adversely impact the performance by the Company of its obligations under this Letter and / or any other contract or adversely impact the ability of the Company to carry out its normal business activities. You further agree that you shall not engage in soliciting business or allied business that is in any way similar, identical or competitive with the business, activities, services of the Company, or with those customers of the Company with whom you had any contact, during your employment with the Company and for a period of one year after your employment ceases with the Company.

**13. Personal Particulars:** You shall be obligated to keep the Company informed of your latest postal address and other contact details at all times and you shall notify the Company in writing in case of change of such address or contact details. Any communication sent to you by the Company on your last known address (per the Company's records) shall be deemed to have been duly served notwithstanding the fact that you have changed your address.

**14. Training:** During the course of your employment with the Company you may be required to undergo specialized training(s) / skill and / or knowledge enhancement / developmental program to enable you to effectively discharge your current or new responsibility assigned to you. In such cases the Company may propose that an agreement, in the form and manner acceptable to the Company be entered into between you and the Company. Such agreement shall primarily intend to offset the expenses incurred by the company towards your specialized training / skill and / or knowledge enhancement subject to the terms and conditions of the aforesaid agreement. In the event that such an agreement is executed between you and the Company.

You shall be governed by the terms and conditions of such agreement as well, which shall be considered as an integral parcel of this Appointment Letter. In the event of any conflict in respect of any provisions between the contents of this Appointment Letter and such agreement, the provisions of such agreement shall take precedence.

**15. Jurisdiction:** Any dispute of whatsoever nature between you and the Company shall be subject to the exclusive jurisdiction of courts of Gurugram, Haryana only, whether they be civil courts, labour courts, industrial tribunals or any other courts or authority of whatsoever nature.

**16. Medical Fitness:** Your appointment and its continuation is subject to your being medically fit and the Company reserves its right to ask you to undergo appropriate medical examination, as and when deemed necessary, by a medical professional designated by the Company.

**17. Amendment:** Any amendment or modification to this Offer of Employment and Appointment Letter shall be made in writing and signed by both parties.

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18. **Severability:** It may be noted that in the event any one or more provisions of this Appointment Letter shall for any reason be held to be invalid, void or unenforceable by any court or governmental agency, the remaining provisions of this Appointment Letter shall remain in full force and effect and the invalid, unenforceable provision shall survive to the extent not so held.

Kindly sign and return a copy of this Appointment Letter to the under-signed as a token of your acceptance of the above terms

Wishing you every success in this assignment!

Yours Sincerely,

For and behalf of,  
IGT Solutions Pvt. Ltd.

Vineet Gupta  
Vice President – HR

cc: Personal file

Agreed and Accepted

I have carefully reviewed and considered the aforesaid contents including the terms and conditions contained herein and have fully understood, acknowledge and agree with the same. I hereby accept the terms and conditions stated hereinabove.

\_\_\_\_\_  
Name: Rahul Khadiya  
Dated:

Registered Office  
Unit No. 1, Ground Floor, A Wing  
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187/2+4 to 7B  
Lohgaon Nager Road Pune,  
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www.igtlsolutions.com  
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**Annexure 'A'**  
**(Monthly compensation and other benefits)**

Your Annual CTC is Rs. 300,000.00 for which the monthly calculation is given below:

COMPONENT	MONTHLY (IN RS.)	ANNUAL (IN RS.)	REMARKS
<b>PAYROLL</b>			
Basic	12,500.00	150,000.00	
HRA	8,750.00	105,000.00	
Special Allowance	507.00	6,084.00	
Ex Gratia (Statutory Bonus)	1,400.00	16,800.00	
<b>TOTAL PAYROLL SALARY (A)</b>	<b>23,157.00</b>	<b>277,884.00</b>	
<b>Employee's Contribution</b>			
Provident Fund	1,561.00	18,732.00	
ESIC	0.00	0.00	
EPF	25.00	300.00	
<b>Total Deduction</b>	<b>1,586.00</b>	<b>19,032.00</b>	
<b>Take Home Salary</b>	<b>21,571.00</b>	<b>258,852.00</b>	
<b>Employer's Contribution</b>			
Provident Fund	520.00	6,240.00	
Pension Fund	1,041.00	12,492.00	
ESIC	0.00	0.00	
Mediclaime	283.00	3,396.00	Self, Spouse & 2 Children
<b>Total (B)</b>	<b>1,844.00</b>	<b>22,128.00</b>	
<b>Total Salary</b>	<b>25,000.00</b>	<b>300,000.00</b>	

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Annexure 'B'  
Proprietary Information and Non-Disclosure Agreement

30/01/2023

To

Rahul Khadiya  
Candidate ID: 19483

5/311, Dakshinpuri  
Ambedkar nagar  
New Delhi, Delhi - 110062

E-mail ID: rahulkhadiya930@gmail.com

Dear Rahul,

Subject: Confidentiality and Non-Disclosure Agreement

1. We refer to your offer of employment and appointment letter dated 31/01/2023 ("Appointment Letter"). Please treat the contents of this Agreement as part and parcel of the said Appointment Letter, whereby the contents of this Agreement are incorporated into the Appointment Letter. In the event of any conflict between the contents and effect of this Agreement and the Appointment Letter, the contents of this Agreement shall take precedence.

2. During your employment and association with IGT Solutions Private Limited, you may be provided with or come in contact with or create certain Proprietary, Personal Information, Personal Identifiable Information, Sensitive Personal Data (collectively referred to as "Personal Data") and Confidential Information. As used in this Agreement, the term Confidential Information shall mean written, oral, documentary, visual or other information, including but not limited to drawings, formulas, processes, specifications, photographs, documents, breadboards, samples, models, machines, tools, software/hardware, machine-readable media of any kind and other information submitted hereunder, business information, customer lists and details, customer information, business strategy, know-how, trade secrets, business strategy, personal identifiable information, confidential, or the equivalent etc. of Company and/ or any of its holding company(ies), subsidiaries, affiliates, customers, officers, employees, directors, consultants and / or advisors, or which the Company indicates in writing or verbally at the time of transmittal to, or any information that anyone receiving such information including you, may reasonably consider as proprietary, personal identifiable, confidential or the equivalent. For the purpose of this Agreement, Personal Information, Personal Identifiable Information, Sensitive Personal Data shall have the same meaning as in Regulation (EU) 2016/679 - General Data Protection Regulation ('GDPR') and any other applicable laws.

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3. You shall use the Confidential Information and Personal Data received, at any time, solely in respect of your duties as part of your employment and association with Company and in compliance with all applicable laws, including without limitation the GDPR provisions. You shall comply with the Company policies pertaining to the GDPR provisions including without limitation the Binding Corporate Rules published on the Company's intranet. You shall not make any copies, in whole or in part, machine readable or otherwise, of the Confidential Information and Personal Data except for copies that need to be made strictly in respect of your duties as part of your employment and association with Company. You shall, at the request of Company at any time, promptly return to Company, all tangible forms of Confidential Information and Personal Data including any and all copies and partial copies thereof, whether machine readable or otherwise. You shall process Confidential Information and Personal Data only as instructed by the Company.

4. Except as may be expressly provided herein, you shall, at no time, whether during your employment or association with Company or after its termination or expiry, as the case may be, disclose any Confidential Information and Personal Data in whole or in part to any third party.

5. Any and all Confidential Information and Personal Data shall, at all times, remain the property of the Company. Upon termination or expiry of your employment or association with Company, whichever occurs first, you shall promptly destroy or return to Company, all Confidential Information and Personal Data, including any and all copies and partial copies, whether machine readable or otherwise, or at the option of Company, and provide Company with a written certification as to such destruction, in the form and manner acceptable to Company.

6. Nothing contained in this Agreement or the Appointment Letter shall be construed as: (i) requiring the Company to disclose to you any particular information; (ii) granting to you or to any party a license, either express or implied, under any patent, copyright, trade secret or other intellectual property right or any other Confidential Information and Personal Data, now or hereafter owned, obtained or licensed by the Company; (iii) creating warranties of any kind in connection with any particular information; (iv) constituting or implying any representation or commitment as to the development or availability of commercial products, features or services; or (v) soliciting any business or organization changes or incurring any obligations of any kind not specified herein

7. You will not utilize any such Confidential Information and Personal Data to render services, develop products or produce articles for your own or another's use, or to render services, develop products or Produce articles sold or offered for sale or otherwise transferred or offered for transfer to anyone, without the prior written consent or instruction of the Company.

8. This Agreement shall be interpreted and the rights of both you and Company shall be determined in accordance with the laws of India.

9. You acknowledge and agree that damages suffered by Company or any of its holding company(ies), subsidiaries, affiliates and / or customers, shall be difficult to ascertain and inadequate to completely compensate or remedy the damages suffered, in the event of breach of any of the contents of this Agreement or the Appointment Letter by you,

Registered Office  
Unit No. 1, Ground Floor, A Wing  
Business @ Marri, Survey No.  
197/2-4 to 7B  
Lohagaon Nager Road Pune,  
Maharashtra, 411014

IGT Solutions Pvt. Ltd.  
(Formerly known as InterGlobe Technologies Pvt. Ltd)  
2nd Floor, Infotech Center, Milestone 14/2,  
Old Delhi Gurgaon Road, Dhundehera,  
Gurgaon - 122016, Haryana

T +91 124 458 7000  
www.igtisolutions.com  
mktg@igtisolutions.com

CIN U72300PN1998PTC167929



and you agree that Company or any of its holding company(ies), subsidiaries, affiliates and / or customers shall be free to seek any remedy under law including without limitation any temporary or permanent injunction and / or specific performance of this Agreement and/or the Appointment Letter in order to protect its rights hereunder, without limiting any other rights and remedies that Company or any of its holding company(ies), subsidiaries, affiliates and / or customers, may have.

10. The contents of this Agreement supersede any prior oral or written understandings with respect to the subject matter hereof between you and Company and constitutes the entire agreement between you and Company with respect to the subject matter hereof and no modification, amendment or waiver thereof shall be effective unless in writing and signed by both Parties.

Yours Sincerely,

For and on behalf of

IGT Solutions Pvt. Ltd.

Vineet Gupta  
Vice President – HR

Agreed and Accepted

I have gone through the aforesaid contents including the terms and conditions contained herein and have fully understood, acknowledge and agree with the same. I hereby accept the terms and conditions stated hereinabove and agree to the same being incorporated as a part of my Appointment Letter.

Name: Rahul Khadiya  
Date:

Registered Office  
Unit No. 1, Ground Floor, A Wing  
Business @ Mantri, Survey No.  
197/2-4 to 7B  
Lohegaon Nagar Road Pune,  
Maharashtra, 411014

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Gurgaon - 122016, Haryana

T +91 124 458 7000  
[www.igtsolutions.com](http://www.igtsolutions.com)  
[mktg@igtsolutions.com](mailto:mktg@igtsolutions.com)

CIN-U72300FN1998PTC187929

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भारतीय स्टेट बैंक  
STATE BANK OF INDIA

33(33)  
No. : HR/RC/87  
Date : 21 JUN 2023

Mr. ABHINAV SINGH (Roll No. 2621028997)  
307  
ANTRIKSH GREENS APARTMENTS  
KAUSHAMBI  
GHAZIABAD (UTTAR PRADESH)  
PIN - 201010

Dear Sir

**SELECTION OF PROBATIONARY OFFICERS 2022 BATCH**  
**OFFER OF APPOINTMENT**

We are pleased to inform that you have been selected for appointment in New Delhi Circle as a Probationary Officer in our Bank.

2 Your date of joining the Bank has been fixed as 03.07.2023. The venue of joining will be communicated in due course. You are required to make your own travel arrangements. However, for initial joining, you will be reimbursed travelling expenses from the place of residence/previous employment by the shortest route. The entitlement for the purpose will be AC II tier train fare.

3 Your appointment will be subject to satisfactory completion of pre-appointment formalities including the following:

- a) Medical examination by Bank's Doctor and his satisfactory report/clearance after medical examination as may be conducted by him.
- b) Verification of certificates / testimonials in original evidencing the date of birth, caste, experience (if applicable), educational qualifications etc.
- c) Execution of Bond/Undertaking to serve the Bank for a minimum period of 3 years from the date of joining the Bank and to pay a sum of Rs. 2.00 lac (Rs Two lac only), plus applicable GST, to the Bank in the event of your resignation from the services of the Bank or you leaving the Bank for whatsoever reason within the said period of 3 years in the format provided by the Bank.

In case you are serving elsewhere, please arrange to furnish a release/ discharge letter from your present employer by that date.

4 Your basic pay will be Rs. 41,960/- p.m. in the Junior Management Grade Scale I, i.e. 4 increments above the first stage of JMGS I pay-scale of Rs. 36000- 14907- 46430- 17402- 49910- 19907- 63840 with effect from the date of joining. You will be entitled to Dearness Allowance, House Rent Allowance and other allowance(s) depending upon the place of posting, and contributory Provident Fund as per rules of the Bank. Further, in terms of Rule 45(ii) of State Bank of India Officer's Service Rules, you will be eligible to become member of Defined Contribution Pension Scheme or New Pension Scheme of the Bank subject to such terms and conditions as may be stipulated by the bank

Contd. ....

State Bank of India  
Head Office  
11, Sansad Marg  
New Delhi - 110 001

आपका नाम  
आपका पता  
आपका पता  
आपका पता  
आपका पता

Human Resources Dept.  
15th Floor  
Local Head Office  
11, Sansad Marg  
New Delhi, 110 001

5. You will be on probation for a period of two years from the date of appointment. Your date of appointment shall be the date on which you actually join the Bank. Your confirmation in the Bank shall be subject to:

- a) Receipt of satisfactory reports on you from two referees nominated by you and acceptable to the Bank.
- b) Satisfactory reports from our own sources as well as from District/ Police Authorities regarding your character and antecedents.
- c) Satisfactory completion of the in-service training during probation.
- d) Satisfactory completion of mandated e-lessons as may be prescribed by the Bank from time to time.
- e) Satisfactory performance in the branches/offices allotted, continuous assessment including pre-joining assessment during the probation period and completion of prescribed certificate courses. Unsatisfactory performance in the evaluation/ tests will be dealt with as per the guidelines/ instructions of the Bank in force at the time of conducting evaluation/ tests.

6. Please note that your service in the Bank will be governed by the 'SBI Officers' Service Rules, 1992 as amended from time to time, and the instructions/ guidelines issued/ other rules and regulations framed by the Bank from time to time. A copy of the Service Rules will be provided to you on your joining the Bank. You will be required to sign a declaration of fidelity and secrecy and code of conduct of the Bank while using internet or social media, copies of which will be given to you at the time of joining.

7. You are required to join the Bank positively on 03.07.2023. In exceptional cases and for valid reasons, requests for extension in date of joining (with the current batch / or with the next batch) may be considered by the Bank on a case to case basis. For joining with the current batch, only one extension shall be granted for joining on 03.10.2023. No request for extension in time beyond 03.10.2023 for the current batch shall be permitted. In case extension is sought beyond that date, you may only be permitted to join with the next batch of Probationary Officers. Requests for extension should be received by the Asst General Manager (HR) of the Local Head Office, 11, Sansad Marg, New Delhi on or before 30.06.2023. The decision taken by the Bank whether or not to allow you to join with delay shall be final. In case you do not join the Bank on 03.07.2023 or 03.10.2023 as may be permitted by the Bank in its absolute discretion at your request, this offer of appointment shall stand cancelled without any further reference to you.

8. In the event your request for joining the Bank after the allocated dates acceded to, your seniority shall be determined from the actual date of joining duty. Thus, you would be losing Seniority vis-à-vis other candidates of your batch.

Contd.....



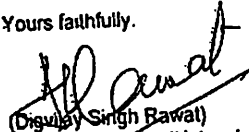
9. Please note that you will be liable to frequent transfers to any branch/office of the State Bank of India in India during the probation period and thereafter subject to overall terms and conditions as specified in the rules governing your service. Please also note that requests for transfer to any specific Circle, for any grounds whatsoever, will be registered only after your confirmation and after having completed five years of service in the Bank and Bank will have the right to transfer you anywhere in India.

10. In case you have been selected under a reserved category viz SC/ST/OBC/PWD/EWS, your appointment will be provisional and subject to the caste/tribe/disability/income and asset certificate being verified through the proper channels. If the verification reveals that the claim to belong to Scheduled Caste or Scheduled Tribe or to Other Backward classes/PWD/EWS as the case may be, is false, your services will be terminated forthwith without assigning any further reasons and without prejudice to such further action as may be taken under the provisions of the Indian Penal Code for incorrect averment /production of fake certificates and other laws and rules in this regard.

11. You are required to submit Discharge letter from the previous employer, (for those in employment), and also PAN number and Aadhar number at the time of joining the Bank.

12. Please acknowledge receipt of this letter and return the enclosed duplicate copy duly signed by you to us in token of your acceptance of the Bank's offer to reach us not later than 01.07.2023.

Yours faithfully,

  
(Digvijay Singh Bawal)  
General Manager (Network-2)  
(Appointing Authority)

I accept the offer of appointment and the terms and conditions mentioned in this letter.

(Signature of Candidate)  
Name





Sun Life India Service Centre Private Limited  
1<sup>st</sup>, 7<sup>th</sup>, 8<sup>th</sup> & 9<sup>th</sup> Floor, Pioneer Square, Sector-62,  
Near Golf Course Extension Road, Gurugram-122101, Haryana

Tel: 91-124-4565500  
www.sunlife.com/asiasservicecentre

March 01, 2023

Piyush Bharat Kumar,  
81/17, Jacabpura,  
Gurgaon,  
Haryana - 122001

### OFFER-CUM APPOINTMENT LETTER

Dear Piyush,

We are pleased to offer you an appointment in Sun Life India Service Centre Private Limited ('the Company') as **Junior Process Associate (Band 2)** with the following terms and conditions.

#### 1. POSITION

Your position will be of **Junior Process Associate (Band 2)**.  
This position will report to **Manager- Operations**.

The Appointment is subject to and contingent upon your satisfactory completion of the Company's hiring procedures, post date of joining which includes, in part:

- Background and employment references checks to satisfaction of the Company to be completed within six months from the date of joining or such period as deemed fit by the Company.
- Submitting valid/ satisfactory proofs of your education qualifications.
- Your ability to meet all legal and regulatory requirements for continued employment work and residence in India.
- Submission of satisfactory documents as prescribed in Annexure - III

Any information declared before Effective Date of employment with the Company if found false or incorrect may lead to strict action against you.

#### 2. PLACE OF WORK

Your present location of work will be Gurgaon, Haryana (India). The Company may, in its business interest, transfer you to any of its offices in India or abroad and/or from one department to another, to its parent or subsidiary Company ('Associate Company'), whether existing or which may be set up in future. However, your transfer, in accordance with Company's existing policies, is subject to the condition that your status and emoluments will not be adversely affected. However, any change in HRA or in the City Compensatory allowance or any other allowance, as decided by the Company, will not be considered a change in emoluments. You may also be seconded or deputed to any other Associate company within India or abroad.

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Sun Life India Service Centre Private Limited, Incorporated in India, CIN: U74140HR2006FTC036049  
Registered office at 1<sup>st</sup>, 7<sup>th</sup>, 8<sup>th</sup> & 9<sup>th</sup> Floor, Pioneer Square, Sector-62, Near Golf Course Extension Road, Gurugram-122101, Haryana  
TEL.: +91-124-4565500 www.sunlife.com/asiasservicecentre



Sun Life India Service Centre Private Limited  
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### **3. COMMENCEMENT**

The commencement date of your employment will be **March 09, 2023** provided that you indicate your acceptance to the same by signing and returning a copy of this Employment Letter to us within two days, failing which the offer contained in this Letter shall stand withdrawn.

You will initially be on probation for a period of Twelve months from the date of joining which maybe further extended based on your performance. Your performance will be evaluated according to the Company's policies and standards.

### **4. REMUNERATION**

Your annual Fixed Cash Compensation ('FCC') is **INR 257,651/- (Indian Rupees Two Lakhs Fifty Seven Thousand Six Hundred Fifty One Only)** which is elaborated in Annexure IV Your FCC includes all allowances, perquisites and statutory contribution as per regulatory norms.

Without prejudice to any other rights of the Company under law or contract, deductions may be made from your Compensation which shall be governed by the policies of the Company.  
You shall be entitled to gratuity as per the Gratuity Act.

### **5. ANNUAL PERFORMANCE REVIEW**

As per the Company's policies and standards, you shall be eligible for performance review if you have joined on or before December 31st of a year. However, subject to the conditions of clause 3, you shall be eligible for compensation review only after completion of twelve months from your date of joining and only on confirmation of your employment in writing by the Company. The Annual Incentive Plan (AIP) payout shall be pro-rated to your period of service with the Company for the period under review.

### **6. ANNUAL INCENTIVE PLAN (AIP)**

You shall be entitled for the Company's Annual Incentive plan (AIP), in accordance with the Company's AIP Plan/Policy. To receive the AIP amount, an employee is required to be an active (not resigned or serving the notice period) employee on the payroll of the Company on the payout date and should have joined on or before 01st October of a year.

In the current year, your AIP component will be equal to **10%** of your annual pro-rata FCC.

AIP results will be based on an assessment of the Sun Life Financial Inc.'s (Parent Company) business performance as determined by its management, as well as your achievement of Company's goals.

# Sun Life

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1<sup>st</sup>, 7<sup>th</sup>, 8<sup>th</sup> & 9<sup>th</sup> Floor, Pioneer Square, Sector-62,  
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Tel: 91-124-4565500  
www.sunlife.com/asiasservicecentre

## **7. WORKING HOURS**

The Company works Seven days a week; twenty four hours a day, therefore, the company may change your working shifts as per the business requirements.

## **8. TERMINATION AND RESIGNATION**

### **8.1. Resignation**

You may resign from the employment of the Company by giving notice period of one month, during your probation and two months upon your confirmation. You must serve the Company during the entire notice period, failing which the Company shall be entitled to withhold your relieving documents including experience letter and also entitle the company to issue adverse background verification report of your credentials, whenever requested.

### **8.2. Termination of Regular Employment:**

#### **8.2.1. Termination without cause**

During probation, your services may be terminated with one month's notice or salary in lieu thereof.

On confirmation as a regular employee, the notice period in case of termination, shall be two month's or salary in lieu thereof. No notice or salary in lieu thereof shall be paid by the Company if the termination is on account of misconduct established on record.

#### **8.2.2. Termination with cause: If at any time during the term of this employment hereunder you:**

- Commit any serious misconduct or breach of any term of this Contract, or found to have provided information in your application for employment that is found incorrect; or
- Remain absent without notice for 5 consecutive working days; or
- Might be convicted of any criminal offence including, but not limited to, any offence involving integrity or honesty; or
- Commit any breach of Code of Business Conduct of Sun Life
- Breach any Policies and Standards of the Company including conditions of confidentiality or Company's proprietary information or breach of terms of this Employment Letter.

# Sun Life

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- Adverse findings on Background and employment references checks conducted by Company

In case of termination pursuant to Clause No. 8.2.2 above, the Company may terminate your employment hereunder forthwith without any notice or payment in lieu of notice and upon such termination you shall not be entitled to any Compensation whatsoever (other than in respect of unpaid compensation and un-availed earned leaves) for or in respect of the then current year of service or to claim any compensation or damages for or in respect of or by reason of such termination.

## 9. ANNUAL LEAVE

You will be entitled for Leave as per the Company Policies, as may be applicable from time to time.

## 10. JOB ASSIGNMENT

You may, during the course of your employment, be given any assignment arising out of the Company's business needs that the management in its subjective judgment decides subject to fulfilment of qualifications or experience. You may not refuse to take up any assignment solely on the grounds that it has not been part of your usual duties during your previous or current employment. You will also not be entitled to any additional compensation for carrying out any assignment which in the opinion of the management is equivalent to the job you have been assigned earlier.

## 11. CONFIDENTIALITY

You shall not disclose any technical data, know-how or any financial, commercial, technical, business, human resource or any other information ('Information') which comes into your possession or knowledge, whether directly or indirectly, during the course of your employment with the Company and the same shall be kept in strict confidence by you solely for the use of the company during the course of your employment. After you leave the employment of the Company, or your services are terminated for any reason whatsoever, you shall not put such technical data, know-how or special information to any commercial use, whether by yourself or on behalf of any other person or body corporate. For the purpose of ensuring compliance with the provisions of this clause and / or for better defining the scope thereof, the company may require you to enter into a separate non-disclosure agreements.

These agreements would be required to be entered into whenever the company gives you a new assignment. You agree to enter into such agreements unconditionally and it is agreed that such agreements, as and when they are entered into, would be deemed to form part of this contract.

## 12. CONFLICT OF INTEREST

# Sun Life

Sun Life India Service Centre Private Limited  
1<sup>st</sup>, 7<sup>th</sup>, 8<sup>th</sup> & 9<sup>th</sup> Floor, Pioneer Square, Sector-62,  
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Tel: 91-124-4565500  
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You and/or your dependents/family shall not have any interest, direct or indirect, personal or otherwise in any dealings with any person/entity having or seeking to have business dealings with our Company and shall not accept any commission, payment, services, gifts or such other benefits, cash or in kind, from such person/ entity, without disclosing such interest and obtaining prior permission of the Company. You shall not discuss/divulge material information prejudicial to the interest of the Company with any such entity/person. Any disregard to this clause shall entitle the Company to determine your employment without any notice or salary in lieu of the notice.

### **13. CODE OF BUSINESS CONDUCT**

All employees of Sun Life and all of its subsidiaries are committed to a policy of fair dealing and integrity in the conduct of their business. This commitment, which is actively endorsed by the Sun Life Financial Board of Directors, is based on a fundamental belief that business should be conducted honestly, fairly and legally. The Company expects all employees to share its commitment to high moral, ethical and legal standards. You are expected to abide by the Code of Business Conduct regularly in true letter and spirit at all times during the tenure of this Contract.

### **14. THE COMPANY'S PROPRIETARY RIGHT**

You agree to promptly and fully inform, disclose and assign to the Company all inventions, designs, ideas, improvements and discoveries, whether or not completed, that you, working by yourself or with others, made, created, conceived or found during the term of your employment whether or not conceived during regular working hours or at the Company's premises. You agree and acknowledge that the Company is the sole owner of all inventions, designs, ideas, improvements, trademarks, rights and secrets and discoveries described under this clause and all applications or requests for patents, trademarks, copy rights or other such protection will be made only in the Company's or its Parent Company's name. In addition, you agree to assist the Company in obtaining patents or such other protections on all inventions, trademarks, designs, ideas, rights or other trade protection that may be available to the Company. You agree to execute all documents and do all things necessary to obtain and assign inventions, designs, ideas, improvements, trademarks and discoveries.

### **15. OUTSIDE EMPLOYMENT**

You shall work exclusively for the Company, during the Employment Contract, and shall not engage in any other activity, directly or indirectly, connected with your professional capabilities, whether on consideration or otherwise, and whether on a full time or on a part time basis or otherwise without prior written consent of the Company.

### **16. POLICIES AND STANDARDS**

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Sun Life India Service Centre Private Limited, Incorporated in India, CIN: U74140HR2006FTC036049  
Registered office at 1<sup>st</sup>, 7<sup>th</sup>, 8<sup>th</sup> & 9<sup>th</sup> Floor, Pioneer Square, Sector-62, Near Golf Course Extension Road, Gurugram-122101, Haryana  
TEL.: +91-124-4565500 www.sunlife.com/asiaservicecentre

# Sun Life

Sun Life India Service Centre Private Limited  
1<sup>st</sup>, 7<sup>th</sup>, 8<sup>th</sup> & 9<sup>th</sup> Floor, Pioneer Square, Sector-62,  
Near Golf Course Extension Road, Gurugram-122101, Haryana

Tel: 91-124-4565500  
www.sunlife.com/asiaservicecentre

You shall abide by all Company's Policies, guidelines or standards, which rules may be amended by the Company at any time at its discretion without obtaining your consent or approval or to notify you of the same. The said rules and regulations of the Company, as they exist and as may be modified from time to time, shall form an integral part of this Employment Letter and the contract between you and the Company.

## 17. MISCELLANEOUS

You shall always have your updated postal address or communication address informed to the Company. All communications sent by the Company at such address shall be deemed to have been communicated to you. Any dispute arising out of your employment with the Company will be subject to the exclusive jurisdiction of Courts of Law at Delhi only.

You shall retire automatically on completion of the age of 65 years, unless the Company in its discretion decides to give you an extension in writing. If such an extension is given, you will automatically retire on completion of the extended period. You are required to state your date of birth in your application at the time of employment which you will not be allowed to question thereafter. However, the Company reserves its right to call for any documentary or other proof, if it has doubt that you have not correctly declared your age at the time of employment. In case disciplinary proceedings are contemplated against you, you may not be allowed to retire from the services of the Company till the completion of the disciplinary proceedings.

We look forward to our long term association with you and to your contribution as a member of Sun Life family.

Please sign and return to us a copy of this letter signing your understanding and acceptance of the employment. Please return duly signed and accepted copy of this offer cum appointment letter within 7 (seven) working days from the date of the issue.

Yours sincerely,

For and on behalf of Sun Life India Service Centre Private Limited

**RAJEEV  
BHARDWAJ**

Digitally signed by  
RAJEEV BHARDWAJ  
Date: 2023.03.03  
15:12:26 +05'30'

**ROOPAM  
JAIN**

Digitally signed by  
ROOPAM JAIN  
Date: 2023.03.03  
15:22:25 +05'30'

Authorized Signatory

Date:

# Sun Life

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1<sup>st</sup>, 7<sup>th</sup>, 8<sup>th</sup> & 9<sup>th</sup> Floor, Pioneer Square, Sector-62,  
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## Annexure-I

### Declaration and Confirmation of Acceptance

I, **Piyush Bharat Kumar** declare and confirm that I have read and fully understood all the terms and conditions of this Offer cum appointment letter and the attached annexure, and I thereby provide my consent / acceptance of the same. I confirm that all testimonials and information provided by me to Company are true and accurate. I also confirm that I am not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of my prior employment or independent contractor relationships, which would be breached or violated by my acceptance of employment with the Company or which may interfere with the terms of my employment with the Company/ the performance of my duties and obligations under my employment.

I understand that I will be required to share with Sun Life ISC various personal or sensitive information including but not limited to date of birth, residential address, and family member details Bankers name and accounts details etc. I further understand that Sun Life ISC, from time to time, may be required to share such information with SLF Affiliates, its employees, Payroll Processors, Auditors, Bankers, Service providers and Regulators etc. The above information may be required to be shared with the above agencies on account of processing of payrolls, compliance with regulatory requirements, reimbursement of expenses, audit, supervision and any other legitimate use of such information and in accordance with Sun Life ISC Privacy Policy in this regard. I hereby explicitly waive all/any obligation relating to Privacy of such Information upon Sun Life ISC. The explicit understanding and waiver specified herein shall constitute agreement between myself (employee) and the Company (Sun Life ISC) for the purpose of any legislative requirements in India and /or abroad.

*I hereby accept the terms of your offer cum appointment letter as stated in this letter. I further acknowledge having received a copy of the Sun Life Financial 'Code of Business Conduct' and Sun Life Financial's Privacy Policy and Privacy Code. I have read the Code and Policy in its entirety and understand that full compliance is mandatory. I undertake to comply with the Code and acknowledge that any violation may result in disciplinary action, which could include the termination of my employment.*

*I also declare that I have no criminal record and that all information, facts and figures provided by me, during my discussions with the company representatives, are accurate. In case, I leave the organization before one year I will return back the amount received by me on account of notice buy back/relocation/joining bonus. Any wrong declaration may result in disciplinary action, which could include the termination of my employment.*

Name:

Date:

Place:

# Sun Life

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Tel: 91-124-4565500  
www.sunlife.com/asiaservicecentre

## Annexure-II

### Standard Terms and Conditions

Each Employee (the Employee) of Sunlife India Service Centre Pvt. Ltd. ("Company") shall be bound by the following standard terms and conditions:

#### Non-Disclosure/ Confidentiality

- 1.1 For the purposes of this Annexure, the term "Confidential Information" includes but is not limited to the trade secrets, confidential or proprietary information, computer passwords and program designs, Company's business activities, services and processes, including but not limited to, technology, information relating to advertising, research, finance, accounting methods, processes, business plans, client or supplier lists and records of potential clients or supplier lists, and client or supplier billing, any personally identifiable information or data concerning or relating to the Company's customers or prospective customers or any information or data concerning or relating to the Company's customers or prospective customers, or any information or data that Employee collects or derives from his interactions with the Company or its customers or prospective customers. Further "Confidential Material" includes but is not limited to records, papers, hard disks, CDs, floppy disks, study materials, correspondence, etc, containing all confidential information and any other information or material disclosed to the Employee or known, learnt, created or observed by him as a consequence of or through his/ service agreement (s) with the Company, and not generally known in the relevant trade or industry. "Confidential Information" shall not be deemed to be in the public domain merely because any part of the Confidential Information is embodied in general disclosure or because individual features, components, or combinations of the same, are known or become known to the public
- 1.2 The Company owns all right, title and interest in and to the Confidential Information and materials. The Employee has no right, title or interest in such information and material by virtue of his employment or otherwise. There is no license or other transfer to Employee including without limitation under any copyrights in existence. The Employee agrees that such Confidential Information shall not be given, bartered, sold, traded, transferred or exchanged in any way, whether for gain or not to other companies or entities for any purpose whatsoever.
- 1.3 The Employee recognizes that by virtue of Employee's employment and standing with the Company he gains constant and regular access to the Confidential Information and Materials of the Company, during the usual course of his employment. The Employee agrees and undertakes that during the period of his employment and in perpetuity thereafter, the Employee shall not copy, reproduce, use, disclose, or discuss in any manner, in whole or in part, any Confidential Information unless (i) necessary for the Company or the Employee to carry out their duties and responsibilities; and (iii) authorized in writing in advance by the Company.  
  
Provided that this clause shall not apply to any disclosure required under applicable law, as long as the Employee provides notice of such requirement under law, immediately on becoming aware of the same and cooperates with the Company in obtaining any protective relief, if so desired by the Company
- 1.4 The Employee acknowledges that the nature of the Company's business operation is such the Company may also be subject to certain other laws, rules and regulations regarding the privacy and protection of consumer information, and that any receipt of use of personal information may also be subject to compliance with such laws and regulations.
- 1.5 The Employee shall promptly notify the Company of any unauthorized, negligent or inadvertent use or disclosure of the Confidential Information. Specifically and without limiting the foregoing, Employee warrants and represents that he shall execute such other agreement that the Company may require in its discretion.



# Sun Life

Sun Life India Service Centre Private Limited  
1<sup>st</sup>, 7<sup>th</sup>, 8<sup>th</sup> & 9<sup>th</sup> Floor, Pioneer Square, Sector-62,  
Near Golf Course Extension Road, Gurugram-122 101, Haryana

Tel: 91-124-4565500  
www.sunlife.com/asiaservicecentre

- 1.6 The Employee shall upon termination or cessation of his employment with the Company or upon demand by the Company, whichever is earlier, promptly return to the Company, all Confidential Information together with any copies or reproductions thereof.
- 1.7 The Employee acknowledges and understands that the use or disclosure of Confidential Information in any manner inconsistent with this Agreement shall cause the Company irreparable damage, which cannot be compensated in monetary terms.

#### **Non-Competition**

During the period of your employment you shall not be engaged, concerned or interested, either directly or indirectly (including but not limited to consulting, by way of example) in any capacity in any trade, business or occupation whatsoever which would or might reasonably be considered to compete with the business of the Company.

#### **Non-Solicitation**

The Employee agrees and undertakes that whether on his own account, or for any person, for the period of his employment with the Company and two (2) years thereafter, he shall not solicit or entice, or endeavor to solicit or entice, from the Company, any officers or Employees of or any contractors, agent or part time agent with whom Employee shall have dealings during his employment with the Company, whether or not that person would commit a breach of any contract by reason of ceasing to serve or provide services and/or goods to the Company.

#### **Intellectual Property Rights**

The Employee shall be required to disclose promptly, completely and in writing to the Company any discovery, invention, methodology or improvements made thereto, process, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions shall at all times belong absolutely and exclusively to the Company and all title and interest therein shall vest in the Company. The Employee agrees to (i) treat such Inventions as property of the Company and with strictest confidence (ii) use such Inventions solely for the benefit of the Company and (iii) assign to the Company any and all rights, title and interest, including, but not limited to, the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services as an Employee of the Company, proprietary rights to the Inventions. If and when required by the Company, the Employee shall at the Company's expense take out or apply for letters patent, licenses or other rights, privileges or protection, as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company.

Name:

Date:

Place:

# Sun Life

Sun Life India Service Centre Private Limited  
1<sup>st</sup>, 7<sup>th</sup>, 8<sup>th</sup> & 9<sup>th</sup> Floor, Pioneer Square, Sector-62,  
Near Golf Course Extension Road, Gurugram-122101, Haryana

Tel: 91-124-4565500  
www.sunlife.com/asiasservicecentre

## Annexure-III

### Mandatory Documents

Please submit 2 sets of photocopies of the following documents, as may be applicable to you, to the Company within two days of offer acceptance.

- a. SSC / HSC passing certificates with all years mark-sheets
- b. Graduation / post-graduation degree / diploma certificate with all years mark-sheets and Pass Certificate.
- c. Professional degree / diploma with Passing Certificate and all years mark-sheets.
- d. Copy of Appointment Letter, Relieving letter from the previous employer (s).
- e. Last Drawn Salary Slips (For all previous employers, if possible.)
- f. Three passport size colored photographs
- g. Three professional references (with complete address and telephone number)
- h. Permanent Account No. (PAN No.)
- i. Permanent Address Proof
  - ✓ Passport Photocopy
  - ✓ Copy of Ration Card
  - ✓ Voter's ID Card
- j. Resignation acceptance within a week.

On joining you will also be required to furnish the following:

1. PF Nomination Form
2. Family dependent details
3. Any other relevant information that may be required

*Please Note:* Your present and permanent addresses, as mentioned in your application form, are put on company's record. You would be expected to inform the company about any change in your address and telephone numbers.

Annexure-IV  
Remuneration Sheet

Name Piyush Bharat Kumar  
Location Gurgaon  
Designation Junior Process Associate  
Band 2

Components	Amount(s)		Remarks
	P.M (INR)	Annual (INR)	
A - Salary	11,000	132,000	
Basic Salary	11,000	132,000	51% of FCC
B - Allowances & Reimbursements	3,260	39,117	
i) Special Allowance	1,260	15,117	
ii) Education Allowance	0	0	
iii) Meal Coupons	0	0	
iv) LTA	2,000	24,000	
v) Telephone Reimbursement	0	0	
C - Housing	5,500	66,000	
i) HRA	5,500	66,000	50% of Basic Pay
<b>D-Gross (A+B+C)</b>	<b>19,760</b>	<b>237,117</b>	
E - PF (Employer's Contribution) + NPS	1,711	20,534	
i) PF (Employer's Contribution)	1,711	20,534	@ 12% of Sum of Basic Salary + Special Allowance
ii) National Pension Scheme (Employer's Contribution)	0	0	Minimum 650 pm and Maximum upto 10% of Basic Salary pm
<b>F- Fixed Cash Compensation (D+E)</b>	<b>21,471</b>	<b>257,651</b>	
<b>G- Target Annual Incentive Plan*</b>	<b>2,147</b>	<b>25,765</b>	10 % of Fixed Cash Compensation and is paid annually
<b>H- Gratuity</b>	<b>529</b>	<b>6,349</b>	@ 4.81% of Basic salary
<b>I = (F+G) Total Cost to Company (CTC)</b>	<b>24,147</b>	<b>289,765</b>	

**Benefits:**

- Group Protection Plan: You will be covered by Group Protection Plan as per company's rules.
- Mediclaim:
  - Spouse and Kids covered under the family floater Mediclaim scheme as per the company's Policy.
  - Parents Mediclaim scheme as per the company's rule.
- Employees availing company transport will be charged as per the company policy/guidelines.
- Gratuity is payable as per The Payment of Gratuity Act, 1972.

\*Note: - Target Annual Incentive Plan is an earning opportunity based on your and company's performance and may vary from 0% to 175%

BlueZone Online Marketing Solution Private Limited

**Registered Office:** A-Block, BHIVE Workspace - No.112, AKR Tech Park, "A" and, 7th Mile Hosur Rd, Krishna Reddy Industrial Area, Bengaluru, Karnataka 560068

Date: 04/07/2023

**STRICTLY PRIVATE & CONFIDENTIAL**

**OFFER LETTER**

Dear Mr. Sandeep Kumar

Based on our interactions with you, we are pleased to offer you the position of **Executive Graphic Design** to dedicatedly work with our client **AceVector Limited** (formerly known as **Snapdeal Limited**). The key terms & conditions are given below:

**1. Offer Acceptance & Joining date**

Upon your acceptance of the terms hereof, the effective date of joining is **05<sup>th</sup> Jul 2023**. Please go through the offer letter and provide your acceptance within 1 day from receipt, failing which the offer will be deemed to be considered withdrawn.

**2. Place of Work**

Your place of posting will be **Snapdeal's Office in Gurgaon, Sector 59**. However, you may be required to travel to company offices at different locations of Snapdeal or its affiliates, as Snapdeal may, from time to time, deem necessary.

**3. Remuneration**

You will be paid an in-hand compensation of **Rs 25,000/- per month**.

**4. Background Verification Process**

As a process, each and every employee has to go through the standard Background verification and reference check process, in case of any gap/s found at any point in time, your employment will be terminated with immediate effect due to the background verification failure.

**5. Working Hours**

Weekly working days:

Snapdeal shall operate **Five (5) working days in a week from Monday to Friday**.

Daily working hours:

Daily working hours are **nine (9) hours**. Snapdeal's normal working hours for each working day are **10.00 am to 7.00 pm**. All

## BlueZone Online Marketing Solution Private Limited

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employees are expected to report to the office/work on time / before time. Reporting late to the office would lead to disciplinary action.

Employment is subject to Snapdeal's policies, procedures, and handbook as adopted, all of which can be revised at Snapdeal's discretion.

### 6. Contract Period

Your employment is subject to an initial contract period of 3 months from the starting date and a probation period of 15 days. You will be informed if your employment is extended by your direct supervisor before the expiration of the contract period, provided that you meet our client Snapdeal's performance standards during that time. If your probation is not completed successfully, it might lead to a probation extension or termination. Employees are hence requested not to take leaves during the probation period.

### 7. Termination of Employment (Resignation)

7.1 Either party may terminate your employment by giving the other party an advance notice in writing of [30 days] after confirmation and [15 days] during the probation period, which termination shall take effect only upon expiry of the aforesaid notice period unless otherwise directed by our client, Snapdeal.

7.2 Your leave (including annual leave if any) cannot be used to offset the notice period in any way unless specially agreed by Snapdeal so as to allow for a smooth and effective transition of responsibilities.

7.3 Your employment may be terminated by Snapdeal on the direction of our client, Snapdeal, immediately and without compensation, if you commit, repeat or continue any serious breach of your obligations hereunder or are guilty of conduct tending to bring yourself or our client, Snapdeal into disrepute or performance not meeting the expectations post giving repeated warnings or any misconduct in terms of the Snapdeal's rules and regulations.

7.4 You acknowledge and agree that the notice prescribed herein (or payment in lieu thereof) is a reasonable notice of termination and no other notice requirements express or implied shall apply.

7.5 All Snapdeal property must be returned to the HR Department including but not limited to office keys, building pass, security card, cabinet keys, corporate/membership cards, laptop/computer, all records, and documents, including copies thereof, and any other properties which have been provided to you by our client, Snapdeal.

7.6 In the event your service is terminated for fraud, behaviour issues (Abusing/exploiting words to teammates / Management / Snapdeal which affects Snapdeal's goodwill and self-respect of teammates.), theft or withholding of any information in the application form. The above conditions will imply legal actions against you, which would be settled in Bangalore high court and any other form of misconduct which is a case of (Zero tolerance) notice period salary will not be payable and you will be terminated with immediate effect.



## BlueZone Online Marketing Solution Private Limited

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7.7 In the event your service is terminated or resigned you can't join in same core Business or you can't start the same core Business for 1 year after leaving Blue Zone online Marketing Solutions Pvt Ltd.

### 8. Public Holidays / Leaves:

Public Holidays: You are entitled to public holidays with full pay as per the list of holidays declared on the Snapdeal's notice board or in the employee policies of Snapdeal from time to time.

Leave: You shall be entitled to 12 sick/casual leaves and 15 privilege leaves in a calendar year on a pro-rata basis or in accordance with Snapdeal's HR/employment policies and the rules and regulations of Snapdeal. Leaves are not cashable at the end of the year or at the end of contract employment.

### 9. Non-Disclosure:

Employee agrees that the offer letter and the details mentioned in it shall be kept confidential and the document will not be shared directly or indirectly with any other organization or its members associated with any other organization directly or indirectly. The potential employee could directly or indirectly become aware of information that is proprietary information or a commercial (trade) secret of Snapdeal, of the type, described immediately below.

- management, production, scientific and technical, financial, and other activities of Snapdeal (as well as information about production and programming methods, codes, algorithms, formulae, concepts, systems and secrets, and know-how);
- the information providing economic stability, financial resources, and Snapdeal's advantages over its competitors;
- information marked as "Confidential", "Strictly Confidential", "Commercial Secrets", "Strictly Private and Confidential" or "Private and Confidential";
- any information on Snapdeal's partners, agencies, projects, employees, and consultants;
- confidential information has become known to the employee as a result of his work in Snapdeal, without regard to format (oral, electronic, written, etc.), including but not limited to the information contained in office memos, analytical materials, memorandums, plans, projections, forecasts, research or other documents (including any information on flexible and pen drives, cloud storage, hard disks, cassettes, and any other media or format of information being or capable of being accessed through a computer, digital or electronic systems, software programs, applications or devices); and
- other information referred as or understood or otherwise intended to be secret or private in accordance with this Agreement and another document of Snapdeal or its partners AND that which is sensitive personal data or personal data as defined under applicable data protection or privacy legislation in the local jurisdiction which would normally be expected to be considered confidential and not public. All of the above is hereinafter referred to as "Information".

All information is the property of Snapdeal and is considered confidential. Such information shall not be disclosed to any third party without the written consent of Snapdeal's management or administration authority and shall not be used for any personal benefit or profit by the Potential Employee or for any purpose not related to the Potential Employee's work assignments.

Yours sincerely,

For and on behalf of



BlueZone Online Marketing Solution Private Limited

Registered Office: A-Block, BHIVE Workspace - No.112, AKR Tech Park, "A" and, 7th Mile Hosur Rd, Krishna Reddy Industrial Area, Bengaluru, Karnataka 560068

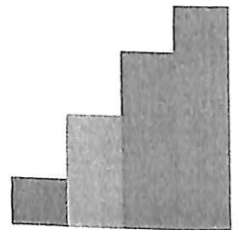


Abhishek Vyas  
CEO  
Blue Zone online marketing solution Pvt Ltd.

I, \_\_\_\_\_ (full name) have read and understood the terms and conditions stated herein and confirmed my acceptance of the offer and its conditions. I also confirm that I have not been convicted of any offence or crime punishable by law.

Signature \_\_\_\_\_

Date:



BlueZone Online Marketing Solution Private Limited

**Registered Office:** A-Block, BHIVE Workspace - No.112, AKR Tech Park, "A" and, 7th Mile Hosur Rd, Krishna Reddy Industrial Area, Bengaluru, Karnataka 560068

Annexure I: Compensation Break-up

Salary Structure			
BLUE ZONE ONLINE MARKETING SOLUTIONS PRIVATE LIMITED			
B Block No. 210, 2nd Floor, Pearlite Lakeside Apts, Sy No 22/6, PARAPANNA AGRAHARA, Bangalore, KA-560100		TAN Of Deductor BLRB19270G	
PAN of Deductor AAICB9565A		TAN Of Deductor BLRB19270G	
Particulars of Employee			
Name of Employee	Sandeeep Kumar		
Date of Joining	05 <sup>th</sup> Jul 2023		
Designation	Executive Graphic Design - client on-site: AceVector Limited (formerly known as Snapdeal Limited)		
Department	Graphic Design		
Branch	Gurgaon, Haryana		
Allowance Details	Amount	Deductions	
Basic	27,500	Deductions	Amount
House Rent Allowance		Leave without pay Late	-
Conveyance Allowance		Coming Advance	2500
Tele. & Internet Allowance		TDS	
Medical Allowance		EPF	
Lunch Allowance		ESIC	
LTC		PT Misc.	
Fuel Influence			
Special Allowance			
PF			
Gross Compensation	27,500		
Leave Encashment	-		
Incentive	-		
Bonus	-		
Reimbursement	-		
Total Earnings	27,500	Total Deductions	2500
Net Earnings	25,000		
Amount Payable	25,000		
Amount in Words	Twenty Five Thousand Rupees Only/-		



BlueZone Online Marketing Solution Private Limited

Registered Office: A-Block, BHIVE Workspace - No.112, AKR Tech Park, "A" and, 7th Mile Hosur Rd, Krishna Reddy Industrial Area, Bengaluru, Karnataka 560068

ANNEXURE 2

JOINING DOCUMENTS:-

Documents to be submitted on/before the Date of Joining:

1. PAN Card
2. Passport Size photographs
3. Copies of Educational Certificates & Mark sheets graduation (All semester or consolidated of all semester), post-graduation marks sheet.
4. Copies of professional Certificates.
5. Last 3 months' pay slips received from the previous employer.
6. Relieving letter from all previous employer(s).

Request you to kindly carry the soft copies on the day of joining because we need to verify the same. Note- Please carry a photo cancelled cheque of the existing Bank Account.

Important Points to be noted:

- 1) The signatures of the authorized signatory/issuing authority must be clear on the ID proof.
- 2) Name, DOB, Signatures and other details on the Form should be as per the ID Proof.
- 3) The ID proofs must be valid as per the validity date.
- 4) Documentation is subject to change from time to time.

Terms & Conditions:-

1. Daily working hours are nine (9) hours. Snapdeal's normal working hours for each working day are 10.00 am to 7.00 pm. All employees are expected to report to the office/work on time / before time. Reporting late to the office would lead to disciplinary action
2. As per Blue Zone Marketing's policy when the employee is under a probation period of 15 months if the employee is taking leave then it will be considered as LoP (Loss of Pay)
3. In the event your service is terminated/resigned you can't join in same core Business or you can't start the same core Business for 1 year of leaving Blue Zone online marketing solutions Pvt Ltd or Snapdeal.
4. In the event your service is terminated/resigned full and final settlement will be processed within 45 days

BlueZone Online Marketing Solution Private Limited

Registered Office: A-Block, BHIVE Workspace - No.112, AKR Tech Park, "A" and, 7th Mile Hosur Rd, Krishna Reddy Industrial Area, Bengaluru, Kamataka 560068

5. Either party may terminate your employment by giving the other party an advance notice in writing of [30 days] after confirmation and [15 days] during the probation period, which termination shall take effect only upon expiry of the aforesaid notice period unless otherwise directed by Snapdeal and for the employee, you need to serve minimum 30 days of notice period before leaving the employment.
6. Your leave (including annual leave if any) cannot be used to offset the notice period in any way unless specially agreed by Snapdeal so as to allow for a smooth and effective transition of responsibilities
7. Your employment may be terminated by Blue Zone Marketing, under direction from our client, Snapdeal, immediately and without compensation, if you commit, repeat or continue any serious breach of your obligations hereunder or are guilty of conduct tending to bring yourself or any Company in the Group into disrepute or performance not meeting the expectations post giving repeated warnings or any misconduct in terms of Snapdeal's rules and regulations
8. Any information on Snapdeal's clients, projects, employees, and consultants is required to be treated as highly confidential otherwise Company can take legal action against any mishappening in the future.
9. If you will exit the role with Snapdeal within 1 month of his/her joining then he/she won't be eligible to get the salary of that same month.
10. If you won't able to perform according to desired requirements as per the discussion at the interview with all mutual consent company has all rights to terminate you at any time or may increase your probation period or can put you in a PIP plan.

## CEEDANCE

Mukul Kumar  
23-Mar-2023

Dear Mukul,

### OFFER OF APPOINTMENT

Further to our discussions, we are pleased to offer you appointment in our organization on the following terms and conditions:

- DESIGNATION : Analyst
- CAPABILITY : Claims
- LOCATION : Noida, Xceedance Consulting India Pvt. Ltd. 12th floor, Tower 3, Candor Tech Space IT /ITES Park, Intuitional Plot No. B/2-62, Sector-62, Noida-201309
  
- TOTAL CASH COMPENSATION : INR 3,00,000/-
  - Fixed CTC : INR 2,85,000/-
  - Performance Bonus : INR 15,000/-
- ANNUAL BENEFITS : INR 29,041/-
  - Gratuity : INR 5,483/-
  - Group Mediclaim Insurance : INR 22,763/-
  - Group Life Insurance : INR 684/-
  - Group Personal Accident Policy Premium : INR 111/-
- NOTICE IN TERMINATION OF EMPLOYMENT CONTRACT : 45 days from either side post confirmation
- OTHER TERMS & CONDITIONS : As per the Company Policy
- DATE OF JOINING : 27-Mar-2023

Please submit the following while reporting for duty:

- a) Documentary evidence in proof of your date of birth.
- b) Documents in Original and photocopy in support of your educational and other technical qualifications, etc.
- c) Carry your PAN Card & Aadhar Card Photo copy (2 copies each) and Original for Verification
- d) Six passport size color photographs.
- e) Relieving letter from the previous organization, if any.
- f) Documentary evidence in proof of your residential address.
- g) Name imprinted cancelled cheque/ Bank statement. (2 copies)
- h) If previously member of EPF then the candidate should carry copy of his/her UAN card with them. (2 copies)
- i) If you join us on or before 30<sup>th</sup> September then you would be eligible for further hike & performance bonus in upcoming appraisal cycle.

A detailed appointment letter will be issued to you on your joining.

Kindly sign and return the duplicate copy of this letter in token of having accepted the above offer and confirm the exact date of your joining us at Gurugram, India.

Yours faithfully,  
For Xceedance Consulting India Private Limited



Shalini Singh  
Associate Vice President – People & Culture  
Human Resources

XCEEDANCE CONSULTING INDIA PRIVATE LIMITED  
Registered Office: Building 6, 4<sup>th</sup> Floor, Candor Tech Space,  
Sector 48, Tikri, Gurgaon, Haryana 122018, India

www.xceedance.com  
e-mail: [compliance@xceedance.com](mailto:compliance@xceedance.com)  
CIN No.: U74999HR2016FTC065990  
Telephone: +91 124 4653000

XCEEDANCE

Annexure			
Name	Mukul Kumar	Designation	Analyst
Capability	Claims	Location	Noida
Total Annual Cost to Company			3,29,041
Annual Performance Bonus * (If any)			15,000
Fixed Annual Cost To Company			2,85,000
Salary Structure		Per Month	Per Annum
Components	Basic Salary (A)		
	9,500		1,14,000
Basic	4,750		57,000
House Rent Allowance	1,000		12,000
Statutory Bonus	6,700		80,400
Special Allowance			
Sub Total (A+B)		21,950	2,63,400
Statutory Employer Part (C)		1,800	21,600
Employer PF	1,800		21,600
Sub Total (C)		23,750	2,85,000
Fixed Cost to Company (A+B+C)		1,800	21,600
Member PF	1,800		21,600
Sub Total (D)		20,150	2,41,800
Take Home Salary (Subject to Applicable Taxes, if any)			
Benefits			
Gratuity * Payout as per Payment of Gratuity Act	457		5,483
Group Mediclaim Insurance Premium	1,897		22,763
Group Life Insurance Policy Premium	57		684
Group Personal Accident Policy Premium	9		111
Group Personal Accident Policy Premium	2,420		29,041
Total Benefits			
Notes			
Currency : INR			
Group Mediclaim Insurance: The organization will be providing the group medical insurance with the sum insured of INR 3 Lacs as per policy. The premium will be borne by the organization for Member, Spouse and 2 dependent children. Parental inclusion is optional and will be chargeable as mentioned below, however the major portion of the cost is still borne by the organization.			
The premium deduction will be INR 500 /parent/month and there is no proration of this amount. The parents will be covered under the same sum insured. This costing is applicable from 15-Oct-2022 to 14-Oct-2023.			
Group Life Insurance policy: You will be covered under Group Life Insurance policy for your self and the sum insured will be @ 3 times of your Annual fixed Cost to Company. The premium is borne by the organization.			
Group Personal Accident Insurance Policy: You will be covered under Group Personal Accident Insurance Policy for yourself and the sum insured will be @ 3 times of your Annual fixed Cost to Company. The premium is borne by the organization.			
Provident Fund (PF): The PF contribution is 12% of PF wage.			
Gratuity : Apart from above salary structure, you would be eligible for Gratuity (as per the Payment of Gratuity Act) post completion of 5 yrs of continuous employment with the organization.			
Annual Performance Bonus*: Subject to Performance during the given year and member not serving any Notice period on the day of payout. As per the current policy, performance bonus is paid on an annual basis.			
Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Half Yearly <input type="checkbox"/> Yearly <input checked="" type="checkbox"/>			
Confidentiality: Matter of your compensation is confidential information of the organization. Any discussion/comparison or disclosure of your compensation with anybody other than your Reporting manager/capability lead or HR will be considered as breach of agreement by you.			
Note: The company reserves the right to change the above salary structure in future at any point of time as per the Company policies, laws applicable at that time .			

XCEEDANCE CONSULTING INDIA PRIVATE LIMITED  
 Registered Office: Building 6, 4<sup>th</sup> Floor, Candor Tech Space,  
 Sector 48, Tikri, Gurgaon, Haryana 122018, India

www.xceedance.com  
 e-mail: [compliance@xceedance.com](mailto:compliance@xceedance.com)  
 CIN No.: U74999HR2016FTC065990  
 Telephone: +91 124 4653000

# Confirmation of Joining\_GAA &

Co. Inbox



**CA JatinChopra** 2:32 PM

to me, CA, CA

Dear Ayushi,

We would like to inform you that you have been selected as an article assistant for our firm "GAA & Co. Chartered Accountants".

As per your discussion with CA Mayank Goel, kindly provide us your confirmation that you will be joining us from 01<sup>st</sup> May 2023 i.e Monday. Also, please provide us with a copy of Aadhar and PAN so that we can initiate the joining formalities from our end.

Let me know in case of any queries.

Regards,  
Jatin Chopra

# APOGEE Services Pvt. Ltd.

Under the Brand Name

**APEX Services™**  
ISO 9001 : 2008 Certified

Outsourcing

Consultancy

Projects

Sourcing

Training

Date: 04-Sept-2023

Mr. Rishav Pandey

Location: Gurgaon

Phone: 9693007418

E-mail: [gandey23rishav@gmail.com](mailto:gandey23rishav@gmail.com)

## STRICTLY PRIVATE & CONFIDENTIAL

Dear Rishav,

This has reference to the discussion you had with us about joining APEX Services deputed at Accenture Services Pvt. Ltd. We are pleased to make an offer of employment with the Company. Please accept our heartiest congratulations. We welcome you to the APEX Team.

- a. Designation : Account Executive (RTR)  
b. Date of Joining : 11-Sept-2023  
c. Location of Posting : Gurgaon

The term of your employment shall be valid for period, 11-Sept-2023 till 10-Sept-2024. Notwithstanding this, in the event of the project/work/deputation for which you are being employed terminates before the aforementioned period, this Contract shall be co-terminus with the project/work.

Please refer to annexure to this letter for details of your CTC and other allowances.

We would like to share with you some Company practices and policies, to familiarize you with our organization.

### 1. Emoluments & Perquisites

Your Salary Compensation will be **Rs.216000/-** Cost to Company (Two Lakh Sixteen Thousand) Per Annum. The Break-up will have the following Components:

- Basic Pay
- HRA
- Medical Allowance
- Other Allowances
- Bonus

### 2. Working Hours

- Your working hours will be determined by the client
- Client has the discretion to regulate working hours from time to time.

### 3. Leave Policy

- You would be eligible for leaves as per applicability in the state where you are deployed and statutory holidays as per client.
- Leaves can only be availed upon prior approval.

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CORPORATE Office: A-2/30, Vijay Khand, Gombi Nagar, LUCKNOW - 226010. ☎ : 0522 - 2302985, 4005475.

e-mail: [hr@apexservices.in](mailto:hr@apexservices.in)

[www.apexservices.in](http://www.apexservices.in)

CIN: U74120UP2014PTC066093

# APOGEE Services Pvt. Ltd.

Under the Brand Name

**APEX Services™**

ISO 9001 : 2008 Certified

Outsourcing

Consultancy

Projects

Sourcing

Training

## 4. What we expect from you

We hope that you will devote your full time and attention in carrying out the assigned work activities. Honestly, faithfully and diligently keeping in mind at all times the Company's interest and progress. We expect that you will not engage in or do any other business or render any professional service either on full time or part time basis.

We expect you to keep your work strictly confidential and not divulge or disclose to any outsider or ex-employee either during your employment or after, any information or confidential matters related to the Company, its employees or associates, which you became aware of during your employment with us. Approved timesheets should be sent to APEX Services to avoid discrepancy in payroll. We expect that you will not act in any manner, which may tend to be prejudicial or detrimental to the reputation and standing of the company. On your joining day, we expect you to sign and execute a confidentiality agreement with company.

## 5. Termination

We hope your association with us will be a very long one. However, if Company is to decide, the appointment may be terminated by 15 days' notice. If an employee decides otherwise, One month notice or Client Notice whichever is higher needs to be served if the client is unsatisfied with your performance, client notice period will supersede APEX notice period.

**Two days of unauthorized absenteeism will lead to immediate termination from assignment/ project.**

The appointment is subject to your accepting to abide by the Regulations and Guidelines of the Company. We reserve the right to amend the terms and conditions of this appointment to suit new circumstances. Please sign and return the duplicate of this letter in token of your acceptance of the above terms and conditions, at the same time indicating your date of joining, which shall be no later than **11-Sept-2023** else treat the offer as withdrawn.

## 6. Miscellaneous

You will be liable for transfer at any time, any place, to head office or to another place, whether existing or to be setup in future, whether situated in the same locality / city or outside as may be considered necessary. The terms and conditions applicable to such other place / establishment will apply to you.

If any declaration given by you at the time of your appointment is found to be wrong or you are found to have willfully suppressed material information, the appointment itself will be deemed to be void and your service would be liable to termination without notice or compensation in lieu thereof.

We wish you all the success in your assignment.

For Apogee Services Pvt. Limited

**For APOGEE Services Pvt. Ltd.**

Authorized Signatory

*[Signature]*  
**Authorised Signatory**

Date:- \_\_\_\_\_

Read & Accepted by:

Signature:- \_\_\_\_\_

**BENGALURU • DELHI • GURGAON • LUCKNOW • MUMBAI • MYSORE • PUNE**

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Annexure – I

Name : Rishav Pandey  
Designation : Account Executive (RTR)  
Date of joining : 11-Sept-2023

Components	Rs. Per Month	Rs. Per Annum
Basic	14263	171156
HRA	0	0
Medical Allowance	0	0
Other Allowance	0	0
Bonus	1016	12192
<b>Gross (A)</b>	<b>15279</b>	<b>183348</b>
<b>Employee Contribution</b>		
PF @ 12 %	1712	20544
ESI @ 0.75% of Gross	115	1380
Professional Tax	0	0
Labor Welfare Fund (LWF)	25	300
<b>Sub Total (B)</b>	<b>1852</b>	<b>22224</b>
<b>Employer's Contribution</b>		
PF @ 13 %	1854	22248
ESI @ 3.23% of Gross	497	5964
Insurance	320	3840
Labor Welfare Fund (LWF)	50	600
<b>Sub Total (C)</b>	<b>2721</b>	<b>32652</b>
<b>Take Home ( A-B )</b>	<b>13427</b>	<b>161124</b>
<b>Cost To Company ( A + C )</b>	<b>18000</b>	<b>216000</b>

For Apogee Services Pvt. Limited

Read & Accepted by:

For APOGEE Services Pvt. Ltd.

Authorized Signatory 

Signature: \_\_\_\_\_

Authorised Signatory \_\_\_\_\_

**BENGALURU • DELHI • GURGAON • LUCKNOW • MUMBAI • MYSORE • PUNE**

CORPORATE Office: A-2/30, Vijay Khand, Gomti Nagar, LUCKNOW - 226010. ☎ : 0522 - 2302985, 4005475.

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CIN: U74120UP2014PTC066093



# PNAM & Co. LLP

902 & 906, 9th floor, New Delhi House, Barakhamba Road New Delhi Delhi 110001 India

## Payslip for the month of August 2023

### Employee Pay Summary

Employee Name Anurag Agarwal, SCC246  
Designation Associate  
Date of Joining 03/07/2023  
Pay Period August 2023  
Pay Date 02/09/2023

Employee Net Pay

**₹8,258.00**

Paid Days : 31 | LOP Days : 0

Earnings	Amount	YTD	Deductions	Amount	YTD
Basic	₹7,500.00	₹14,516.00	Late Reporting Deduction	₹242.00	₹242.00
Laptop Reimbursement	₹1,000.00	₹2,000.00			
<b>Gross Earnings</b>	<b>₹8,500.00</b>		<b>Total Deductions</b>	<b>₹242.00</b>	

Total Net Payable **₹8,258.00** (Indian Rupee Eight Thousand Two Hundred Fifty-Eight Only)

\*\*Total Net Payable = Gross Earnings - Total Deductions

-- This is a system generated payslip, hence the signature is not required. --

M.

# Monotype.

April 17, 2023

Ms. Sucheta  
F-131, Block-F, Ashok Vihar,  
Phase-1, Delhi-110052

## TRAINING AGREEMENT

Dear Sucheta,

We are pleased to appoint you as **Trainee, Market Intelligence** in Monotype Solutions India Pvt. Ltd., w.e.f. **April 25, 2023**, for a period of 9 months. During the training period, you will be entitled to a monthly stipend of **INR. 22,000/- (Rupees Twenty-two Thousand only)**. However, the monthly amount payable to you will be arrived after TDS, PF deduction, if any.

Your performance will be assessed during & upon completion of nine months. Any consideration for a full-time role with Monotype Solutions Private Limited will be based on your performance assessment results, proof of successful completion of your graduation degree (e.g., provisional certificate or final year marksheet), budgetary headcount approvals (i.e. availability of the open requirement in the team) and business need for the role.

The terms and conditions are subject to revision at the discretion of the management.

You will be requested to sign a non-disclosure agreement upon acceptance and/or commencement of your training period with Monotype Solutions India Pvt. Ltd. You will be required to adhere with the terms and conditions of the Agreement signed by you and the Company policies and procedure.

The training period may be terminated by fifteen days' notice period on either side.

If at any time, during the currency of your training period or the notice period, as the case may be, you are found guilty of misconduct or any act of indiscipline or your performance not meeting the standards, your services will be terminated without notice or payments in lieu of notice period.

We take pleasure in welcoming you to our organization and look forward to your contribution to the growth of the organization and yourself.

Wishing you all the very best.

Sincerely

Payal Bhat



Senior Director, Human Resources  
Monotype Solutions India Pvt. Ltd., NOIDA

July 7<sup>th</sup>, 2023

Mr. Khushi Verma  
[khushiverma649@gmail.com](mailto:khushiverma649@gmail.com)  
Gurgaon, HR

Dear Khushi,

With reference to your interview/s, we are pleased to offer you an appointment as a **Data Analyst** in **DecisionTree Analytics & Services (P) Ltd. ("Company")**. The terms and conditions of your appointment are as follows:

### 1. APPOINTMENT

1.1. You are required to join on or before **July 11<sup>th</sup>, 2023**. The terms and conditions of your appointment shall be effective from your date of joining. In the event you do not join on or before the above-mentioned date, this offer stands nullified unless the joining date is extended in writing by the company.

### 2. EMOLUMENTS AND TAXES

2.1. Your total cost to the Company (TCTC) includes a bonus pay component and will be as per the details provided in Annexure 'A'.

2.2. You shall be solely responsible for paying any taxes, direct or indirect, state, or local, whether payable in India or elsewhere, which may result from the remuneration payable to you, including where applicable shares issued under any scheme. Any payment made to you shall be subject to tax deduction at source under the Income-tax Act, 1961.

2.3. The Retention bonus pay component detailed in Annexure A, will only be payable to you as per mentioned in Annexure A and it does not include the notice period.

### 3. PROBATION

3.1. You will be on probation for a period of 3 months from the date of joining. During this period your performance will be reviewed at regular intervals by your Reporting Manager. In case your performance is exceptionally well, confirmation can happen before 3 months' completion as well. However, your probation period may be extended for another 3 months if considered necessary by the Company due to performance issues.

3.2. Resignation during probation: During the probation period you will have the option of resigning, if you so desire, with one-month working notice. Likewise, the Company will have the option to terminate your services with one month's notice without assigning any reason whatsoever during the probation period.

### 4. TERMINATION

4.1. Post probation, you may resign from the service of the Company by giving two months' notice in writing. However, Management may, at its sole discretion, waive off the two-month mandatory serving period. Similarly, the Management may terminate your services by giving two months' written notice or salary in lieu thereof without assigning any reasons.

4.2. Your employment may be terminated forthwith if you are held guilty of any offense involving moral turpitude.

4.3. Upon termination of your employment, you (or your legal heirs as the case may be) shall immediately return to the Company, any and all documents, manuals, documented confidential information (without making any copies thereof and/ or extracts therefrom), kits and other property belonging to the Company that may be entrusted to and/ or placed in your possession by virtue of and/ or during the course of your employment with the Company. You (or your legal heirs as the case may be) shall also deliver to the Company immediately all notes, analyses, summaries, and working papers relating thereto.

**5. PERFORMANCE REVIEW**

5.1 You will be eligible for the Company's performance review process as per the Company policy.

**6. INITIAL POSTING AND TRANSFER**

6.1. Your initial place of posting shall be at Unit: 112-114, 1<sup>st</sup> Floor, Vipul Plaza, Sector 54, Golf Course Road, Gurgaon.

6.2. However, at the discretion of the Management, you may be transferred /deputed from one place to another anywhere in India or abroad and/or from one department to another or from one establishment to another and/or to any other concern, including to any of the Company's affiliates, associates, group companies and/or entities in which the Company may be having any interest whether existing or which may be set up in the future.

6.3. You will also work, if required, for the Company's affiliates/associates/group companies without any additional payment unless otherwise agreed in writing.

**7. GENERAL EMPLOYMENT OBLIGATIONS & CONFLICT OF INTEREST**

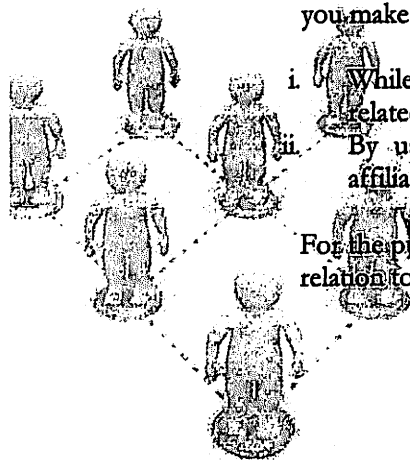
7.1. During your employment with the Company, you shall not be engaged, concerned, or interested directly or indirectly in any other occupation, business, or employment whatsoever (either for remuneration or on an honorary basis), and shall devote your whole time, attention, and abilities exclusively to the performance of your duties and shall faithfully serve the Company and use your best endeavor to promote the interest and business thereof.

7.2. You shall be governed by the service rules and regulations of the Company, as amended by the Management, from time to time, including the code of conduct, the terms of which are hereby incorporated by reference. You shall abide by and carry out operational instructions/procedures as contained in the Company's guidelines and other administrative instructions as may be issued by the Management from time to time.

7.3. The work product generated by you while performing the services during the term of your employment, including all electronic data, papers, worksheets, logs, records, reports, documents, training material, and other materials developed or prepared by you, shall be the sole and exclusive property of the Company. Without limiting the generality of the foregoing, the Company will own all intellectual property rights in any work, invention, discovery, improvement, or design, which you make or conceive:

- i. While employed by the Company and in connection with the business of the Company or a related body corporate; or
- ii. By using the resources, facilities, or confidential information of the Company or its affiliates/associates/group companies.

For the purposes of this clause, intellectual property rights include, but is not limited to, rights in relation to or arising from patents, design registrations, trademarks, and copyright. You undertake



to execute necessary documents and do all such acts, at the request of the Company that may be required to give effect to this provision. You shall return to the Company such materials upon the termination of your employment or at the request of the Company at any time during the term of your employment.

- 7.4. You will be responsible for the safe custody of all documents, manuals and kits, and other property belonging to the Company that may be entrusted to and/or placed in your possession by virtue of and/or during your employment with the Company.
- 7.5. During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.
- 7.6. To perform your duties towards the Company, you will have access to email, internet, Company assets, and other Company infrastructure. You shall always ensure that your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.
- 7.7. You shall keep the Management always informed of your latest postal address and intimate in writing in case of change of address. Any communication sent to you by the Management on your last known address (as intimated by you) shall be deemed to have been duly served notwithstanding the fact that you may have changed your address.

## 8. CONFIDENTIALITY

- 8.1. You shall not, except as authorized or required by your obligations in terms hereof, reveal to any person or entity any of the trade secrets, secret or confidential information, the information contained in any manuals or dealings or any information concerning the organization, business, finances, transactions or affairs of the Company and/or its clients/affiliates/associates/group companies ("confidential information"), which may come to your knowledge and/or be imparted to you by the Company during his employment hereunder. You shall hold in strict confidence, all such confidential information. This restriction shall survive termination of your employment with the Company without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain without any fault on your part.
- 8.2. You shall not during the term of your employment or at any time, thereafter, use or permit to be used, any information, notes, or memoranda relating to the business and/or transactions of the Company and/or its clients/affiliates/associates/group companies which may come to your knowledge and/or possession by virtue of his employment with the Company for any purpose other than for the benefit of the Company.
- 8.3. You acknowledge that the breach of any of the provisions of Clause 7 hereof will cause irreparable loss and harm to the Company which cannot be reasonably or adequately compensated by damages in an action at law, and accordingly, the Company will be entitled, to injunctive and other equitable relief to prevent or cure any breach or the threatened breach thereof, but no action for any such relief shall be deemed to waive the right of the Company to an action for damages.
- 8.4. You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys, and accountants, for seeking their advice) without our prior written consent.

## 9. STATUTORY COMPLIANCES & OTHER BENEFITS

- 9.1. **Provident Fund** – You will be covered under the DecisionTree Analytics and Services Pvt. Ltd. Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the CTC offered.
- 9.2. **Gratuity** – Gratuity will be paid as per the provisions of Payment of Gratuity Act. 1972 as in effect and is subject to modification by the Government of India.
- 9.3. **Annual Leave/Public Holidays** – You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.
- 9.4. **Group Medical Insurance (4 Lakhs)** – You and your immediate family members (up to 5 dependents inclusive of both parents, spouse and 2 kids) shall be covered under the Medical Insurance policy held by the Company.

## 10. SEXUAL HARASSMENT

- 10.1. DecisionTree has a policy on the prevention of sexual harassment and prohibits any conduct that constitutes sexual harassment in the workplace. It guarantees to deal with allegations of harassment seriously, promptly, and in confidence and undertakes to protect against the victimization of those employees who complain about sexual harassment.

## 11. RETIREMENT

- 11.1. You shall retire on the attainment of 58 years of age unless specifically required by the Company in writing to continue in service beyond this age. You will retire from the services of the Company from the close of business hours of the day on which you attain the age of 58 years and in case that day is a holiday, then it will be the preceding working day.

## 12. CONTINUATION OF EMPLOYMENT

Your employment with the Company will be subject to the following pre-conditions:

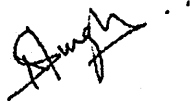
- 12.1. You will submit relevant documents as mandated by the Company mentioned in Annexure B.
- 12.2. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless, you must submit a clear discharge and/or relieving letter within forty-five (45) days of joining the Company.
- 12.3. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.
- 12.4. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits, or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
- 12.5. You provide two satisfactory references, one being from your most recent employer(s). Your background verification check (including residential address(es), academics & professional Degree/Diploma & Certifications, previous employment(s), criminal background, etc. as applicable) conducted by the Company is cleared.

- 12.6. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s), and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.
- 12.7. It is understood that this employment is being offered to you based on the particulars submitted by you to the Company at the time of recruitment. However, if at any time it should emerge that the particulars furnished by you are false/incorrect or if any material or relevant information has been suppressed or concealed this appointment will be considered ineffective and irregular and may be terminated by the management forthwith without notice. This will be without prejudice to the right of the Management to take disciplinary action against you for the same.
- 12.8. Your appointment and its continuation are subject to your being medically fit, and the Management reserves its right to ask you to undergo a medical examination, as and when deemed necessary.

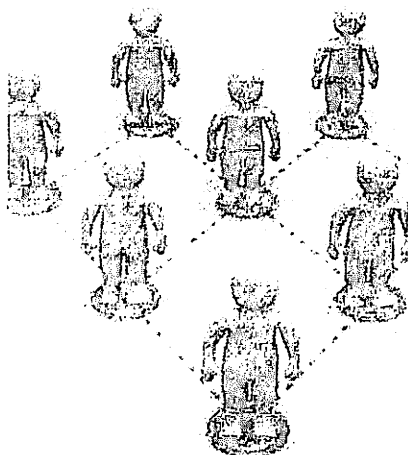
### 13. GOVERNING LAW AND JURISDICTION

- 13.1. This appointment letter shall be governed and construed in accordance with the laws of India. It is agreed that any dispute of whatsoever nature between you and Management will be subject to the exclusive jurisdiction of the courts of Delhi and/or Haryana. Please sign a copy of this letter as a token of your acceptance of the terms and conditions contained herein.

Yours sincerely,  
For Decision Tree Analytics & Services (P) Ltd.



(Neha Singh)



**ANNEXURE (A)**

	Annual	Monthly
Basic Salary	2,60,000	21,667
HRA	1,30,000	10,833
Ad-hoc Allowance	1,38,400	11,533
Uniform Allowance	1,00,000	8,333
<b>Total Base Pay</b>	<b>6,28,400</b>	<b>52,367</b>
Employers PF Contribution	21,600	1800
<b>Total Compensation</b>	<b>6,50,000</b>	

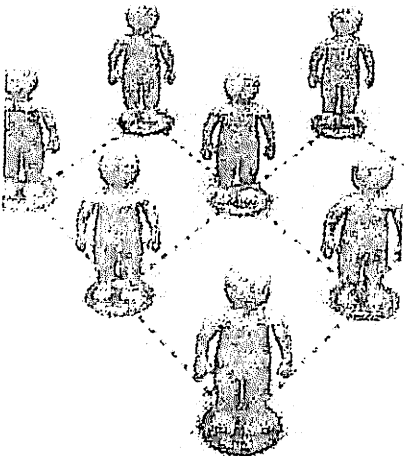
**RETENTION BONUS PROGRAM:**

This bonus serves as a recognition for DecisionTree's employees who achieve significant milestones. Under the Retention Bonus Program, you will receive the below mentioned bonus amount upon successfully reaching each milestone, starting from your conversion to Full- Time Employee (FTE).

Bonus Plan		
Milestones	1st	2nd
Tenure from DOJ	12 months	24 months
Data Analyst	100000	100000

**Note:**

- Over and above the CTC the employee will be eligible for a Group Health Insurance of Rupees Four lacs of annual coverage. The health insurance will cover the employee and 5 Dependents (inclusive of both parents, spouse and 2 kids).
- Gratuity would be paid as per the gratuity act (over and above your CTC)





**ANNEXURE (B)**  
**(Onboarding Documents Required)**

**a) Educational documents:**

- X and XII mark sheets
- Degree certificates for Graduation & Post Graduation (If Applicable)
- Diploma/ Completion Certification(s) for specialized course (If Applicable)

**b) Employment experience related documents:**

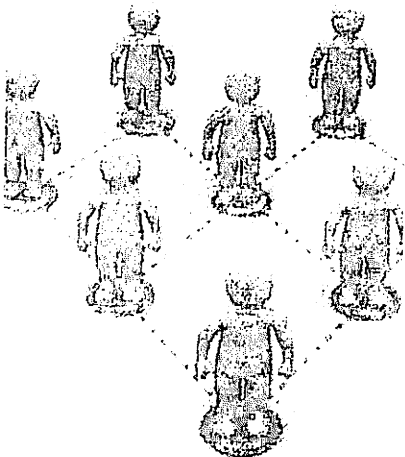
- Resignation acceptance letter/Email confirmation from the HR and Relieving Letter/Experience Certificate from current employer
- Payslips & Bank Account Statements for last 3 months. Please ensure to mask all other transaction details (whether debit or credit entries) except for salary transfer details of your last employer, such that only salary credits of previous employment are visible.
- Letter of Appointment or Offer Letter from the current employer
- Experience Certificate or Relieving Certificate of all previous employments

**c) Additional documents/details:**

- Form 16 from the previous organization.
- Cancelled Cheque or Bank Account Details mentioning Name of the Account Holder, Bank Name, Bank Branch, and IFS code required as a pre-requisite mandate

**d) Proof of Identity & Address:**

- PAN Card
- AADHAAR Card
- Current Address Proof
- 4 High Quality Digital Photographs (Individual professional and Casual photos)





DataVinci Private Limited  
Corporate Identity Number - U93090PN2018PTC174145

26th April 2023

Dear Smriti,

Subject: Appointment letter for position of Project Manager (Trainee).

We are pleased to offer you the position of Project Manager Trainee with DataVinci Private Limited (The company).

As per our conversation, your joining date and time would be on 1st June 2023 at 12 pm. Your joining will be governed by the terms and conditions of this document ('Appointment letter' or 'Agreement').

**Compensation:**

You will be paid the remuneration as per the enclosed annexures

**1. Professional commitment:**

You will be governed by the rules, regulations and other policies of the Company as may be applicable, enforced, amended or altered from time to time by the company during the course of your employment

You are required to comply with the above rules, regulations and policies of the company which shall be communicated to you at the time of your joining. These include those related to non-discrimination, sexual harassment, confidentiality, no-compete and non-disclosure, board membership and insider information. Also, such rules and regulations shall always be deemed to be an integral part of the Agreement.

**2. Confidentiality:**

During your employment you will have access to confidential company, related and affiliated entities and client information. Confidential information shall include all information concerning the company or the business of the company, including trade secrets, secret formulae, computer hardware and software programs and designs, database trading information regarding the company, its shareholders and related and affiliated entities and clients of the



DataVinci Private Limited  
Corporate identity Number - U93090PN2018PTC174145

company, specifications, financial and accounting information, customer and end supplier names, correspondence, negotiations and/or contracts with customers and suppliers, market research, performance data and marketing strategies, research and development plans and expenditure, research databases and other information or material that the company in future may include as confidential, or which may be deemed confidential by its nature. It is a condition of your employment not to disclose, directly or indirectly, to any strictly confidential person or persons, any confidential information or proprietary information or information relating to the affairs of the company.

### **3. Alternative employment:**

You are restricted from accessing any other employment or carrying on any other commercial activity while employed with the company, without our prior specific written approval.

### **4. Leave Entitlement:**

You are entitled to 20 paid leaves annually, but you need to inform in advance at least 2 weeks if you are taking leaves of more than 3 days consecutively. Absence of continuous period of 6 days without approval of your superiors would automatically terminate your services without any notice or intimation unless the Management communicates in writing to the contrary

### **5. Roles and Responsibilities:**

Key responsibilities:

The role owner will be responsible for ensuring that the project is completed on time, within budget, and to the client's satisfaction.

In addition, you will be responsible for ensuring that the agency's resources are used effectively and efficiently.

You will play a key role in communication between the client and the agency, and between the various departments within the agency.

### **6. Adjustments:**



DataVinci Private Limited  
Corporate identity Number - U93090PN2018PTC174145

Based on your annual remunerations the company is entitled to deduct income tax at source as per provisions of Income tax rules/acts/other applicable laws. You are required to submit proofs of permitted savings/investments and other details to enable the company to comply with the laws of the land.

**7. Notice Period:**

- a) On termination of employment you shall immediately:
  - a. Deliver to the company or as may be directed, all confidential information; and
  - b. Return to the company all equipment, security keys and other property belonging to the company.
  - c. Notice period would be for 2 months.

**8. Non-solicitation of clients and employees; Non-compete**

- a. You agree that you will not at any time during your employment with the company and restraint period (i.e. the period of 6 months from the date of termination of your employment with the company) howsoever either individually or through any person/company controlled by you and either on your own behalf or on behalf of any person, directly or indirectly, canvass, solicit or endeavor to entice away from the company any client(s) or customer(s) of the company, or any person who at the time of your employment are the clients, vendors or customers of the company, or were in the habit of dealing with the company
- b. Either individually or through any person/company controlled by you and either on your behalf or behalf of any other person, directly or indirectly solicit of employment, or endeavor to employ or retain as an independent contractor or agent, any person who is an employee of the company as of the date of termination of your employment or was an employee of the company at any time during 6 months prior to the termination of your employment

**9. Remote Employment**

You will work permanently remotely in this role. You will be responsible for ensuring that you have the basic infrastructure to execute this role viz. proper provision of electricity, power



DataVinci Private Limited  
Corporate identity Number - U93090PN2018PTC174145

backup, high speed and stable internet connection and workstation without any background noise and disturbances

### **Representations and warranties**

By signing this letter, you are representing to the company that

- a) Your acceptance of this offer and agreeing to employment with the company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party
- b) You are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the company or participate in recruiting or staffing efforts on behalf of the company

### **10. Breach of terms**

- a) You acknowledge that the terms and conditions of this document are reasonable in all circumstances of your employment, and you agree that they are necessary for the protection and maintenance of the company and its business
- b) You unconditionally agree that, in case of a breach by you of any of the terms of this employment letter the company is entitled to seek an order of specific performance, injunctive and other equitable reliefs available under law against you and / or recover liquidated damages and penalties from you which may include, to the extent permitted by law, withholding the monies payable to you.



DataVinci Private Limited  
Corporate Identity Number - U93090PN2018PTC174145

**Annexure – I**

**Joining Documents Checklist:**

You are requested to fill in this form : <https://forms.gle/nvyS9R1onHjpaUWC7>

**Annexure – II**

**Compensation**

Your remuneration will be Rs. 4.5 lakhs per annum.

**CTC Breakup:**

Particulars	Description	Annual Amount (Rs.)	Monthly Amount (Rs.)	Monthly -IN HAND (Rs.)
Base Pay	40% of Total CTC	1,80,000	15,000	15,000
HRA	50% of Base Salary	90,000	7,500	7,500
Provident Fund	12% of Base Salary	21,600	1,800	-
Professional Tax	Based on Tax slab of individual states	-	-	-
Special Allowance	Balancing Figure	1,58,400	13,200	13,200
<b>Total CTC</b>		<b>4,50,000</b>	<b>37,500.00</b>	<b>35,700.00</b>

*Sanmeet Singh*

Sanmeet Singh Walia

Director

DIN - 08043479

Date: 01-Jun-2023

Dear Ms. Akshita Sharma,

**Subject: Offer Letter**

With reference to our recent discussions, we have pleasure in offering you employment with Payverticals Technology Pvt. Ltd. on the terms and conditions mentioned below:

**1. Position**

You are being engaged as **Analyst – Data & Operations** and you will be expected to carry out duties appropriate to this appointment.

**2. Joining Date & Duties**

You are required to join on or before **06-Jun-2023**. You will perform duties as allocated to you, conscientiously and exercising due diligence and care. Because of business reasons, these may be modified from time to time and the changes will be communicated to you by your manager. We request you to meet HR on the day of your joining and do carry this offer letter and the below mentioned documents for the joining formalities.

**3. Compensation**

Your compensation will be based on "Cost to Company" (CTC) concept. Accordingly, your cost to Payverticals Technology Pvt Ltd will be **Rs 3,36,000 per annum (Rupees Three Lakhs and Thirty Six Thousand Only)**.

**4. Integrity & Confidentiality**

You will be required to demonstrate a high degree of integrity in the performance of your responsibilities. During your employment with Payverticals Technology Pvt Ltd, you will have access to confidential and proprietary information about the Company and its clients. You are expected to treat all such information in strict confidence. You need to adhere to the organization's policy and procedures, pertaining to information security basis your role requirement. You cannot disclose it to any persons within or outside Payverticals Technology Pvt Ltd nor can you use it for any purpose other than that specified.

It is understood that this offer and its terms are confidential in nature and shall not be disclosed to any third party without the prior written consent of both parties.

Breach of the above obligation gives the Company the right to terminate employment with immediate effect and to initiate suitable civil or criminal action.

**5. Transfer**

It is a condition of employment that due to business reasons; you may be transferred at any time from one job, process, function, or department to another and from one location or establishment of the Company to another, and you will abide by the instructions of the Company in this regard.

**6. Termination of Service**

Your services may be terminated by the Company, by giving one month's notice or by making payment in lieu of such notice. In case you wish to discontinue your service, you would be required to give 45 days' notice as specified in the Company guidelines for your job level and years of service with the Company.

The Company retains the right to terminate services without any prior notice or payment in lieu of notice, in the event of any misrepresentation, misconduct, and violation of discipline, criminal offence, illegal action, breach of Company policy or any activities amounting to moral turpitude or jeopardizing the interests of the Company.

**7. Company Rules & Regulations**

Your working hours, weekly offs, holidays, leave rules etc. will be governed by the rules and regulations of the Company. You will observe and be governed by all the rules and regulations of the Company that are in force now and those that may come into force at a future date, even if they are not individually notified to you in writing. The Company has the sole and absolute right to change any of its rules and regulations at any time to meet exigencies of business.

**8. Documents Required**

- a. 1 passport size photograph
- b. Highest educational qualification certificate
- c. Copy of address proof
- d. Copy of identity proof
- e. Experience letter from previous employer (if applicable)
- f. Resignation acceptance letter from previous organization (if applicable)
- g. Last 3 months salary slips (if applicable)

Please sign a copy of this letter and return it to us as a token of your acceptance of this offer.

We welcome you as a member of our team and wish you a successful career with Payverticals Technology Pvt Ltd.

Yours faithfully,



Ashish Sharma

Director

\_\_\_\_\_  
Akshita Sharma



CTC Breakup	
Particulars	Gross Emoluments Per Month
Basic Salary + DA	₹ 12,000.00
HRA	₹ 6,000.00
Conveyance Allowance	₹ 1,600.00
Medical Allowance	₹ 1,250.00
Telephone Allowance	₹ 800.00
Special Allowance	₹ 6,350.00
Variable Pay	₹ -
Monthly CTC	₹ 28,000.00
Annual CTC	₹ 336,000.00

\*\* Gratuity is payable as per payment of gratuity act \*\*



Radhika &lt;radhika12gpt@gmail.com&gt;

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## Congrats! Deloitte - Letter of Intent

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Recruiting at Deloitte <donotreply@deloitte.com>  
Reply-To: AMMANCHANDA@deloitte.com  
To: radhika12gpt@gmail.com

12 September 2023 at 12:41

Deloitte India (Offices of the US)



Dear Radhika,

On behalf of **Deloitte Consulting India Private Limited** we are pleased to confirm our Letter of Intent to Hire you as an **Analyst**.

We extend this Letter of Intent, and the opportunity it represents, with great confidence in your abilities. You have made a very favourable impression with everyone you met and we are excited with the prospect of you joining our organization. Enclosed is the Salary Breakup for your review.

As a token of your acceptance of this Letter of Intent, we request you to respond using this link which will indicate your acceptance to this Letter of Intent. Please do access the link within five (5) business days of receipt of this email, after which period this Letter of Intent shall lapse automatically.

A detailed offer letter describing the terms of your employment and related contingencies will follow post your acceptance of this Letter of Intent.

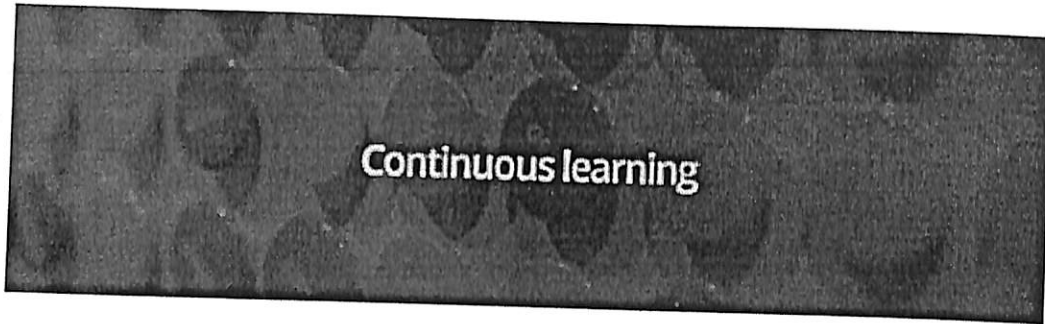
Everyone you have interviewed with joins us in congratulating you. We look forward to you joining us at Deloitte **DC Human Capital**. If you wish to discuss any detail of this letter, please feel free to reach out to your Recruiter **Amandeep Singh AMMAN CHANDA@DELOITTE.COM**, and we will revert at the earliest.

Please note that an Aadhaar card with a complete date of birth (dd/mm/yyyy format) is required for creating a UAN number for the PF account. In case you do not have the Aadhaar in the correct format, request you to please update it on priority (refer to attached document FAQ on E-Aadhaar for further guidance to obtain the same from the UIDAI portal). Please note that this is a crucial part of your offer process.

We look forward to you joining us.

Thank you!

Regards,  
Talent Acquisition Team  
Deloitte India (Offices of the US)



Get in touch



**About Deloitte**

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**2 attachments**

 **Radhika Gupta\_USI Letter of Intent.pdf**  
34K

 **Deloitte - Document Checklist.pdf**  
48K

08 August 2023

Yukti Kalra  
C4B/56 Janak Puri, New Delhi  
New Delhi, 110058  
yukti.kalra9@gmail.com

PRIVATE AND CONFIDENTIAL

Subject: Offer of Employment ("Offer")

Dear Yukti,

At Mercer, our people are our greatest asset. Throughout the interview process, you demonstrated that your skills and experience are a strong fit for the role and we are confident that you will have many opportunities to build a rewarding and challenging career with us. We are pleased to confirm our offer of employment to you to join Mercer Consulting (India) Private Limited (the "Company", "we/us/our") as Analyst - Actuarial in Valuation Services. We know that you will be an important contributor to our success.

In this Full time role, you will report to the Director - Actuarial, currently Vikram Dhingra, and you will work at our Gurugram - DLF Building offices. This position is in salary grade B in Zone 1 and is eligible for overtime pay in accordance with our Overtime Policy.

Your annual fixed compensation, which includes our contribution to the Employees' Provident Fund and any other applicable social security benefit, will be INR 530,000 and is subject to all taxes and imposts required by law. Your pay will be reviewed as part of our annual performance appraisal process.

You will be eligible for a bonus under our Annual Incentive Plan ("AIP") which is governed by the AIP Plan document; you will receive a copy after you join us. AIP bonuses are non-contractual, discretionary, and based on your grade level and the attainment of performance goals by both the Company and you. For your grade level, the opportunity for a discretionary AIP bonus is approximately 10% of your annual fixed compensation. Any AIP bonus is payable no later than the end of March of the year following the calendar year for which performance is assessed as long as you remain continuously and actively employed by us and are not working out any period of notice, whether notice was issued by you or the Company, on the date the AIP bonus payment is made. Any AIP bonus payment is subject to all taxes and imposts required by law. Your start date will be taken into consideration when determining your AIP bonus for your performance in 2023.

Additional detail about your proposed compensation can be found in Appendix 2.

This offer of employment and your continued employment are contingent upon your satisfactory completion of background and/or reference checks. Once you have accepted this offer of employment, we will provide you with instructions on how to initiate the background check process. We reserve the right to rescind this offer if you cannot satisfy our background checks.

Your Offer with us is also conditioned on:

1. the accuracy of the representations you have given us in your resume or otherwise, including any testimonials and information you have provided;
2. the fact that you do not have a criminal record (ongoing criminal proceedings or convictions) for offences relating to dishonesty or financial crimes (e.g., money laundering, fraud, corruption), breach of trust or misuse of official or fiduciary position, or involving moral turpitude;
3. your provision of your specific consent to background verification and documentation checks and the completion of these to our satisfaction; these checks may include credit, employment and education verification, health check-up, criminal background checks and reference checks;
4. you being in a fit state of health to provide services to us, supported by medical documents/certificate as asked; and
5. you being free from any contractual restrictions which would prevent you from accepting this Offer or starting work on the date upon which we have agreed.

If you are not able to satisfy all of these conditions, this Offer will be revoked; if for some reason you have started working for us, your employment will be terminated without serving you any notice period.

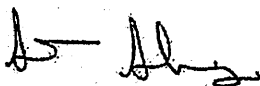
To fully understand the terms of this Offer, you should read and familiarize yourself with additional terms and conditions which will govern your employment with the Company if you accept this Offer that are set out in Appendix 1 ("Employment Contract").

We have agreed that you will join us on 21 August 2023. If circumstances change and we are able to do so, we may agree to extend your start date to a future date.

To accept this Offer, you should acknowledge your full agreement with its terms by electronically signing below within seven days of receiving this offer.

We hope that you accept this offer of employment - we are certain that a career with us will provide you with significant opportunities and rewarding professional challenges. In the interim, if you have any questions or concerns, do not hesitate to contact me. We look forward to working with you.

Sincerely,



08 August 2023

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Amit Ahuja, Senior Director - Talent Acquisition  
Mercer Consulting (India) Private Limited

Accepted and Agreed:

signHere1  
Yukti Kalra

dateSigned1  
(Date)

You acknowledge and accept that in our sole discretion, we may require you to work from home for a time period deemed appropriate for business needs. If that occurs, this does not change your primary work location and you are expected to return to working in the office location to which you are assigned when asked or required to do so. Any work from home arrangement will comply with all the applicable laws/regulations and our policies.

#### 6. Salary Review, Salary Changes and Benefits

a. Your salary will be reviewed on an annual basis. Any salary increase is at the absolute discretion of the Company. Your salary will not necessarily increase even after your annual performance appraisal.

b. Subject to applicable law, the Company has the right to vary, amend and modify any item of your salary package, including your benefits, as per the Company's policies.

c. Notwithstanding anything contrary in this Agreement, the Company's liability for statutory benefits payable to you, including gratuity, will be subject to the following:

- i. all statutory payments will be payable only if the Company is statutorily required under the applicable laws to make such payments to you; and
- ii. the Company's maximum liability towards any benefit payable to you will be capped to the statutory limits as prescribed under the applicable laws.

#### 7. Data

a. In connection with your employment, we may receive personal data and/or sensitive personal data, relating to you or third parties associated with you, such as your legal dependents. The term "data" includes information and other related terms as well. This data may be received directly from you or from other sources, and some limited personal data may be recorded directly or indirectly by internal security systems or by other means. Subject to the applicable laws in India, you agree that we may process and/or share this personal data and/or sensitive personal data. This type of sharing may only occur with government agencies mandated under the law to obtain information including sensitive personal data or information for the purpose of verification of identity, or for prevention, detection, investigation including cyber incidents, prosecution, and punishment of offences or any other legal obligations.

b. You willfully and knowingly consent to the following, subject to the compliance of provisions of laws applicable to you and to the Company:

- i. the processing of your personal data by us;
- ii. the collection and processing of your sensitive personal data for purposes relating to your employment, such as legal, personnel, administrative, and management purposes, and, in particular, to the processing of any data relating to you that qualifies as 'Sensitive Personal Data or Information' and/or 'Personal Information' as defined in the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data of Information) Rules, 2011, or any other future legislation in India;
- iii. the transfer of your personal or sensitive personal data by us to other colleagues and offices of the Marsh McLennan group worldwide and to third parties where disclosure to the third parties is required in the normal course of business or in connection to employment, or under applicable laws; and use of your personal images and voices in marketing material, videos and the like;
- iv. treating any personal or sensitive personal data to which you have access in the course of your employment strictly in accordance with our policies and procedures and not using any such data for any other purpose, other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

c. The rights described above which you have granted to the Company under this provision will be construed as your consent to allow us to possess, process, collect and transfer your personal data or sensitive personal data (the term "personal data" or "sensitive personal data" used herein shall be interpreted in the widest sense allowed under applicable and future laws) in the manner prescribed under any new law which may apply to you and the Company in the future. You also consent to us for transferring your information to countries which do not provide the same level of data protection as India.

#### 8. Controlling Laws, Practices & Company Policies

a. This Agreement and any services rendered in compliance with this Agreement are subject to all applicable laws and to all applicable Company policies. Your rights and obligations and those of the Company under or in connection with this Agreement will be determined in accordance with applicable laws.

b. You agree to abide by our code of conduct, *The Greater Good*, and any other policies of Marsh McLennan or an Associated Company that you are required to follow. These may be changed from time to time.

c. As a condition of our offer of employment, as well as your continued employment by the Company, you must read, understand and abide by all applicable Marsh McLennan compliance policies found on the Marsh McLennan compliance website ([integrity.mmc.com](http://integrity.mmc.com)) as updated from time to time including, but not limited to, the Marsh McLennan code of conduct, *The Greater Good*, and any other required compliance training. During the course of your employment, you must complete any required online compliance training we deem appropriate for your position on or before the mandatory completion date assigned by the system. You must also read, understand and abide by all applicable Company compliance policies found on our intranet/website.

#### 9. Time-Off

You are entitled to certain paid holidays and you will also accrue paid Annual Leave as provided under our applicable policies; these may be amended from time to time due to change in law or business policy. This entitlement will be prorated for part time colleagues. In your first year with us, you shall receive a pro-rata proportion of your Annual Leave entitlement based on the number of months you have worked for us in your calendar year of hire. You may be required to take Annual Leave at a time the Company requires. If you leave the Company, you are entitled to be paid for any accrued but unused Annual Leave. If you have already taken more Annual Leave that you have accrued, we will deduct a pro-rata amount from any monies owing to you at the time.

#### 10. Illness

**Appendix 1: Terms and Conditions of Employment / Employment Contract**

This contract is between Mercer Consulting (India) Private Limited, ("Company, we/us/our")

and

Yukti Kaira ("you/your")

Our Offer, the terms and conditions in Appendix 1 and Appendix 2 together constitute the entire agreement between you and us ("Agreement").

**1. Commencement of Employment and Probationary Period**

Your employment under this Agreement will begin on 21 August 2023.

Your employment will be subject to a probation period of six months with the Company ("Probationary Period"). Once you have, in our sole discretion, successfully completed your Probationary Period, your services will stand automatically confirmed. If your performance is not satisfactory during your Probationary Period, the period may be extended, at our sole discretion, and you will be given a probation extension letter.

**2. Job Title**

Your job title is Analyst - Actuarial. This title may be changed and does not define or limit your duties. You may be required to carry out other duties, which we reasonably consider appropriate, to undertake any training or retraining and to obtain and retain qualifications.

**3. Hours of Work**

You will be required to work at least 40 hours, excluding breaks, over a 5 day work week. You agree and acknowledge that the Company can increase your working hours from time to time subject to maximum limit allowed under local law regulations.

**4. Duties**

a. You acknowledge and agree that you shall:

- i. comply with the terms of this Agreement;
- ii. perform the tasks in the job description and other duties, responsibilities, and obligations consistent with your position in an efficient and competent manner; and
- iii. carry out your duties in accordance with the directions of the Company as the Company and/or any other person appointed by the Company will from time to time determine.

We reserve the right to amend your job description and include additional duties as may reasonably be required to meet the needs of the business.

b. You agree that you shall not enter into any contract, agreement or arrangement with any third party that binds the Company or creates any liability or obligation upon the Company without obtaining a specific prior written permission from the Company.

c. You shall not communicate with the media in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company. Further, during the Term of this Agreement and any time after it ends, you shall not make, repeat or publish any false, disparaging, defamatory, accusatory, or derogatory remarks or references about the Company or the Associated Company to any third party, whether orally or in writing, or take any such action that might reasonably be expected to cause damage or harm to the Company or any Associated Company or their employees.

"Associated Company" means any member of the Marsh & McLennan Companies, Inc. ("Marsh McLennan") group of companies and includes any individual, corporation, partnership, limited liability company, association, trust or other entity that directly or indirectly controls or is controlled by the Company.

d. You shall not engage in any acts or deeds that would reflect in a detrimental fashion on the interests of the Company, tarnish the reputation of the Company or cause the Company to be involved in any legal or ethical controversy.

e. You shall immediately inform the Company of the occurrence or notification of any criminal proceedings or any bankruptcy or insolvency event against you.

f. You shall not use the Company's resources or property for personal use.

g. All matters relating to your appointment and compensation are purely a matter between you and the Company, and therefore this information and any future changes pertaining to the same must be treated as strictly personal and confidential.

**5. Location**

Your primary place of work will be our office in Gurugram - DLF Building. However, after giving you reasonable notice, we may permanently or temporarily require you to accept a move to a reasonable new work location or move your employment to any of our group entities, as we may deem fit and proper. You expressly acknowledge and will accept a transition of work location and/or employment subject to reasonable notice.

During your employment, you may need to visit locations other than your primary place of work, including traveling both within India and abroad from time to time.

Registered Office : 1201-02, Tower 2, One World Centre, Jupiter Mills, Centre, Senapati Bapat Marg, Elphinstone Road, Mumbai, Mumbai City, Maharashtra, India, 400013  
CIN: U51102MH1997PTC384266

If you are prevented by ill-health, accident or other urgent necessity from reporting for work or performing your duties, you must inform your line manager as soon as possible and provide us with all relevant information or documentation that we may reasonably require. We may require you to undergo an examination by a qualified registered medical practitioner appointed or agreed to by the Company, and you may be required to produce a certificate of medical fitness before you resume work. Absence from work or disability in performing your duties beyond the period of sick leave you receive under our policies may be treated as leave without salary if you have no other unused leave balance available.

#### 11. Disciplinary and Grievance Procedures

You will be subject to our applicable policies and processes relating to discipline, performance and grievance. If you have any grievance relating to your employment, you agree to escalate the matter in line with our policies and processes.

#### 12. Deductions

Subject to applicable laws, we will be entitled to deduct any monies you owe us from your salary or from any payment due to you upon the termination of your employment or during your employment. This includes, but is not limited to, repayment of any loans or advances, repayment of any overpaid holiday or annual leave pay, salary or benefits, and the cost of any damage to or failure to return our property. We shall operate this clause in a fair and reasonable manner.

#### 13. Exclusivity of Service and Other Interests

- a. During your employment, you agree to devote your full time and attention to your duties of employment.
- b. Unless you have obtained the prior written consent of the Company, you may not directly or indirectly engage in, be concerned with, provide services to, have any financial or other interest in, or accept any other engagement or appointment in any other business activity or other non-business activity or public office, even if it is not competitive with the Company's businesses. This includes service as an employee, officer, director, agent, partner, consultant, or otherwise.
- c. This provision does not apply if, for investment purposes only, you hold an interest in any class of securities in a company which is quoted on any Recognised Investment Exchange provided that such an investment is carried out by you to manage your personal finances.
- d. You must not directly or indirectly receive or obtain any discount, rebate, commission, or other benefit in respect of any business transacted, whether or not by you, by or on behalf of the Company or any Associated Company. If you do obtain a discount, rebate, commission, or other benefit, you must immediately report either the amount received or the value of the benefit you obtained to a member of the Compliance team. This requirement also applies if the benefit or value is received by any of your family members and relatives or any company, firm, business entity, or other organisation in which you and/or your family members and relatives have a direct or indirect interest.
- e. You agree that you have disclosed fully all circumstances which are or may be a conflict of interest between the Company or any Associated Company and you or your family members and relatives. You agree to disclose, fully and in writing, any circumstances which may arise at any time during your employment to the Compliance team.

#### 14. Confidential Information

- a. Confidential Information includes all non-public information disclosed by the Company to you or made available to you through your employment, whether orally or in writing, in whatever form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). Confidential Information includes the information which is confidential and proprietary to the Company and/or its Associated Companies and/or to certain third parties. These third parties may be entities with which the Company and/or its Associated Companies has/have contractual relationships or to which the Company or any Associated Company owe/owes a duty of confidentiality. Any of this information was disclosed to or obtained by you from the Company and/or its Associated Company and/or such third parties, in whatever form.
- b. You agree that during and after your employment with the Company, you shall not, directly or indirectly, divulge or make use of any Confidential Information of the Company other than in the performance of your duties for the Company. You shall make all reasonable efforts to protect and maintain the confidentiality of the Confidential Information of the Company. In the event that you become aware of unauthorized disclosures of the Confidential Information by anyone at any time, whether intentionally or by accident, you shall promptly notify the Company. This Agreement does not limit the remedies available to the Company under common or applicable law as to trade secrets or other types of confidential information.
- c. You acknowledge and agree that the provisions of this clause are reasonable as to time, scope and territory given the Company's need to protect its Confidential Information and its relationships and goodwill with its customers, suppliers, employees and contractors, all of which have been developed at great time and expense to the Company. You represent that you have the skills and abilities to obtain alternative employment that would not violate these restrictive covenants in the event that you leaves the Company, and that these restrictive covenants do not pose an undue hardship on you. You further acknowledge that your breach of any of the provisions of clause would likely cause irreparable injury to the Company, and therefore entitle the Company to injunctive relief, in addition to any other remedies available in law or equity.
- d. The Company meets the highest standards in its approach to competition and in relation to its expectations for ethical competition. The Company will not seek nor will it expect you to reveal Confidential Information from your former employers. You hereby represent and warrant that in course of your employment, you shall not use or reproduce any confidential information or trade secrets belonging to your former employer or any third party in breach of any contract or applicable laws.

#### 15. Intellectual Property Rights - Inventions, Copyright and Design Rights



a. **Intellectual Property** includes, but is not limited to, copyright rights, trademark rights, patent rights, trade secrets, moral rights, rights of publicity, authors' rights, contract and licensing rights, goodwill, and all other intellectual property rights that may exist now and/or hereafter come into existence. It also includes all renewals and extensions thereof, regardless of whether such rights arise under the laws of any state, country, or jurisdiction and all other information developed by you on, prior to or after the commencement of your employment with the Company.

b. **Prior Inventions:** You have submitted a complete report to the Company with all supporting documents relating to any intellectual property developed by you on or prior to the commencement of your employment with the Company ("Prior Inventions").

c. **Assignment of Work Product and Inventions:** You hereby assign and grant to the Company (and will upon request take any actions needed to formally assign and grant to the Company) the sole and exclusive ownership of any and all intellectual property or Intellectual Property Rights (IPRs) collected or developed by you alone or with others, during your employment with the Company. This duty applies whether or not the foregoing intellectual property or IPRs are made or prepared in the course of employment with the Company, so long as such intellectual property or IPRs relate to the business of the Company and have been developed in whole or in part during the employment. You agree to advise the Company in writing of each invention that you, alone or with others, makes or conceives during the employment and which relate to the business of the Company. Notwithstanding any provision of this Agreement, you shall not be required to assign, nor shall you be deemed to have assigned, any of your rights in any invention that you develop entirely on his own time without using Company's equipment, supplies, facilities, or trade secrets, except for inventions that either:

- i. relate, at the time that the invention is conceived or reduced to practice, to the business of the Company or to actual or demonstrably anticipated research or development of the Company; or
- ii. result from any work performed by you for the Company on behalf of the Company.

Inventions which you developed before you came to work for the Company, if any, are excluded from this clause ("Prior Inventions"). Your failure to provide / describe Prior Inventions under this Agreement shall be deemed an admission by you that you do not have any pre-existing inventions.

#### 16. Retirement Age

Subject to the applicable laws and the Company policies, you shall automatically retire from your employment/ service of the Company on attaining the superannuating age of 60 years.

#### 17. Suspension

a. The Company will be entitled to place you on Suspension during the period of any disciplinary enquiry for the purposes of conducting a thorough, fair, and speedy investigation. Further, subject to the applicable laws, you may be put on Suspension with or without pay, as may be solely decided by the Company.

b. You shall be obliged to comply with all such instructions as may be issued by the Company during any Suspension.

c. Subject to the applicable laws, in the event of economic slowdown, the Company being under financial stress, any force majeure event or any unanticipated circumstance that causes any disruption in provision of work and a reduction in the kind of work you perform, or any other occurrence affecting the normal working of the business in relation to the work you are employed to do, in order to avoid having to permanently terminate your employment which would otherwise be inevitable, the Company may and will always be entitled to:

- i. temporarily suspend your employment ("Suspension") or place you on a temporary leave ("Furlough") with either a reduced salary or no salary, during the period of Furlough or Suspension; or
- ii. take any such measure the Company deems in its sole discretion

You shall be under an obligation to be bound by such decision.

#### 18. Termination of your Employment

The following provisions and clauses are related to the termination of your employment, whether voluntary or involuntary.

##### a. Notice Periods for Termination

During your Probationary Period, you are required to provide us with at least 1 month written notice to terminate this Agreement. After you have completed your Probationary Period and become a confirmed employee, you are required to provide us with at least 3 months' written notice to terminate this Agreement.

If we terminate your employment for any reason other than for Cause (as defined below), you will be given 1 month's notice if you are in your Probationary Period and 3 months' notice if you are a confirmed employee.

We reserve the right to require you not to attend work or undertake any duties in relation to your employment during the notice period. We also reserve the right to pay you in lieu of notice. The notice period(s) provided in this section is in addition to any notice period required by applicable law.

##### b. Offer on Liquidation and/or Corporate Action

If your employment is terminated by reason of the liquidation of the parent company of the Company for the purpose of compromise, arrangement reconstruction, merger, spin-off, acquisition, amalgamation, or by reason of any reorganisation of the Company or due to any other corporate action (including a transfer of establishment, unit or undertaking) and you have been offered employment with the employer succeeding to the Company upon terms no less favourable to you than the terms in effect under this Agreement, then you shall have no legal or contractual claim against the Company by reason of the termination of your employment.

**c. Cause**

Notwithstanding the foregoing, the Company can immediately terminate this Agreement in case of Cause, which includes:

- i. your act of fraud or gross negligence or dishonesty;
- ii. your violation of any confidentiality or non-competition obligation owed to the Company;
- iii. your breach of any criminal or securities law;
- iv. your persistent negligence or material failure to adequately perform the services and duties required of you under this Agreement;
- v. your insubordination or failure to comply with the directions given to you by the Company without reasonable cause;
- vi. your breach of the Company's code of conduct, *The Greater Good*, or any other applicable policy;
- vii. your willful engagement in conduct demonstrably and materially injurious to the Company, financially or otherwise, and/or your breach of integrity, embezzlement or misappropriation or misuse or causing damage to the Company's property;
- viii. Irregularity in your attendance or your unauthorized or unapproved absence (including overstaying of leave/training) from the place of work for a continuous period of five consecutive working days;
- ix. your failure to perform or discharge your duties and/or responsibilities efficiently or within the Company's expectations in accordance with the terms of this Agreement;
- x. acting or taking decisions which are outside your scope of work or for which you are not authorized; or
- xi. material breach of any other provision of this Agreement or other Company policies which is either not curable or, if curable, is not cured within a given time after receipt of notice from the Company containing a description of the breach or breaches alleged to have occurred.

**d. Limitation of Liability**

If the termination of your employment is found to be wrongful by an appropriate Court in India based on a non-appealable order, the Company's maximum liability will be three months of salary as payable under the terms of this Agreement.

The Company will have no liability to you with respect to the claims arising out of, in connection with, or resulting from this Agreement, whether in contract, tort (including negligence of any degree) or otherwise except for the payment of salary as payable under the terms of this Agreement.

**e. Repayment of Training Costs**

If you voluntarily resign or if your employment is terminated for misconduct within 12 months of completing a training session that the Company paid for, then the Company reserves the right to recover all costs incurred by the Company for such training session from you. You may also be required to enter into training contracts before participating in any specific training assigned to you that may have specified claw back terms on the cost of the training incurred.

**f. Return of Company Property**

- i. When your employment ends or at any other time if you are requested to do so, you must return all property, Confidential Information and Intellectual Property (as defined under this Agreement) of the Company acquired by or in your possession under this Agreement and belonging to or relating to the Company, any Associated Company or the business of the Company or any Associated Company. At all times, you are responsible for ensuring proper care and safety of all property belonging to or relating to the Company (including, without limitation, any IT/electronic assets, Company data or information, identification badges, etc.) which is in your possession whether working from office or home.
- ii. In the event your employment with the Company is terminated or comes to an end, you shall sign and deliver to the Company relevant documents including, but not limited to, a relieving letter as provided by the Company, without any additional consideration or benefit.
- iii. It is further agreed and understood that until you have returned all of the Company's property, Confidential Information and Intellectual Property, and you have received your documents related to your exit formalities including, but not limited to, the relieving letter, the Company will be entitled to withhold any salary, emoluments, or other dues then or in future payable to you. You recognize and agree that the Company will be entitled to recover from you, and you shall be bound and liable to make good to the Company, any losses suffered by the Company on account of your misuse of the Company's property, Confidential Information, and Intellectual Property and/or any damage caused to the Company's property, Confidential Information and Intellectual Property whilst in the custody of or entrusted to you. The Company will have the right to initiate legal proceedings against you, including the right to refuse payment of your full and final settlement dues as well as handover of the relieving letter to you, if you fail to return any of the Company's property which is in your possession within 5 days of the effective date of termination or requisition by the Company.

**g. Absconding**

In the event of your continuous absence for five consecutive working days or more without permission from your manager, you shall be deemed, without prejudice to the Company's rights and remedies, to have abandoned your employment with the Company. This will be deemed as repudiation of the Agreement by you and not as a termination of your employment by the Company.

**19. Non-Solicitation**

**a. Non-Solicitation of Clients and Potential Clients**

On termination of your employment, you agree that for a period of the 12 months following your last day of employment, you shall not directly or indirectly, on your own behalf or on behalf of another third party:

- i. solicit Clients or Potential Clients (as defined below) for the purpose of selling or providing products or services of the type sold or provided by you while employed by the Company;
- ii. induce Clients or Potential Clients to terminate, cancel, not renew or not place business with the Company or any Associated Company;
- iii. provide or supervise the provision of services to any Clients or Potential Clients of the type provided or supervised by you while you were employed by the Company;

- iv. sell, provide or supervise the sale or provision of products to any Client or Potential Client of the type sold or provided by you while you were employed by the Company; or
- v. assist others to do the acts specified in parts (i)-(iv) above.

For the purposes of this Section 19(a):

- i. "Client" means any person, firm, company or other organization who or which is or was a client of the Company or an Associated Company and with whom or which you had Contact or about whom or which you obtained Confidential Information or trade secrets during the last two (2) years of your employment with the Company;
- ii. "Potential Client" means any person, firm, company or other organization who or which is in discussion with the Company or any Associated Company concerning the provision of goods or services by the Company or any Associated Company of the type provided or sold by you on the termination of your employment, or at any time during the last six (6) months of your employment, and with whom or which you had Contact or about whom or which you obtained Confidential Information; and
- iii. "Contact" means interaction between you and the Client or Potential Client which takes place to further the business relationship, or making (or assisting or supervising the making of) sales to, or performing or providing (or assisting or supervising the performance or provision of) services or products, for the Client or Potential Client on behalf of the Company or any Associated Company.

**b. Non-Solicitation of Employees**

You covenant and agree that during the course of your employment with the Company and for 12 months after the termination of your employment, regardless of the reason for the employment termination, you will not directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee of the Company, with whom you had personal contact or supervised while performing your job duties, to terminate their employment relationship with us or otherwise act contrary to the interests of the Company.

**c. Sufficient Consideration**

You agree that the compensation payable under this Agreement is sufficient consideration for this clause, and that the time and scope limitations in this clause are reasonable and will not impair your ability or preclude you to earn a livelihood.

**d. Equitable Relief**

In recognition of the fact that irreparable injury will result to the Company or Associated Company in the event of a breach by the Employee of his or her obligations under this Section 19, and that monetary damages for such breach would not be readily calculable, and that the Company and/or Associated Company would not have an adequate remedy at law therefore, you acknowledge, consent, and agree that in the event of such breach or the threat thereof, the Company and/or Associated Company will be entitled, in addition to any other legal remedies and damages available, to

- i. specific performance thereof and to temporary and permanent injunctive relief (without the necessity of posting a bond) to restrain the violation or threatened violation of such obligations by the Employee and persons acting for or in connection with the Employee and
- ii. recovery of all reasonable sums and costs, including attorneys' fees, incurred by the Company in seeking to enforce the provisions of this Section 19.

**e. Definitions**

- i. For purposes of this clause, "Client" means any person or entity to whom you have sold any services or products on behalf of the Company or any Associated Company, or who you knew was provided with such services or products by the Company or any Associated Company, at any time during the 12 months before your effective date of termination (or whilst you were employed if less than 12 months).
- ii. For purposes of this clause, "Potential Client" means any person or entity with whom you had contacted at any time in the period of 12 months immediately preceding the termination of your employment, who has communicated an interest to the Company or any Associated Company in purchasing services or products from the Company or Associated Company.

**20. Representations and Warranties**

You hereby represent and warrant to the Company that:

- a. your mental and physical health on the date of this Agreement does not prevent you from performing your obligations under this Agreement;
- b. you are not a party to or bound by any employment agreement, consulting agreement, non-compete agreement, confidentiality agreement, or similar agreement with any third party, including former employers;
- c. you have been provided with a copy of this Agreement for review prior to signing it and you have signed the Agreement only after having had the opportunity to seek clarifications;
- d. you have executed this Agreement of your own free will without duress and without relying upon any statements made by the Company or any of its representatives, agents or employees;
- e. this Agreement is in all respects reasonable and necessary to protect the legitimate business interests of the Company;

f. the execution, delivery, and performance of this Agreement by you does not and will not conflict with, breach, violate, or cause a default under any agreement, contract or instrument to which you are a party or any judgment, arbitration award, order or decree to which you are subject; and

g. you have disclosed all material and relevant information, which may either affect your employment with the Company currently or in the future or may be in conflict with the terms of your employment with the Company, either directly or indirectly.

**21. Severability**

In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative. In the event such invalidity or enforceability of any part or provision of this Agreement deprives any party of the commercial benefits intended to be conferred by this Agreement, the parties will negotiate, in good faith, to give effect to the commercial benefit originally intended by curing such invalidity.

**22. Survival**

Any provision in this Agreement that by virtue of its nature and continuing obligation remains in force post termination of your employment, then such clauses and provisions contained therein will survive termination of this Agreement. Your obligations under such provisions, including without limitation Section 19 of this Agreement, will be independent of, and unaffected by, and will not affect, other agreements, if any, binding you which apply to your business activities during and/or subsequent to your employment with the Company, including any employment agreement between you and the Company whether executed prior to this Agreement or at any time after. Your obligations under this Agreement, including without limitation Section 19, will survive any changes made in the future to the terms of your employment, including, but not limited to, changes in salary, benefits, bonus plans, job title and job responsibilities.

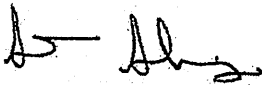
**23. Binding Effect; Assignment**

You expressly consent to be bound by the provisions of this Agreement for the benefit of the Company or any Associated Company to which you may be transferred without the necessity of executing a new agreement at the time of such transfer. To the fullest extent permitted by applicable law, your obligations pursuant to this Agreement apply for the benefit of the Company and any Associated Company. Further, the rights of the Company under this Agreement may be assigned or, as applicable, shall pass by operation of law, without further consent from you, at any time, to any successor in interest of the Company, or any portion thereof, by reason of merger, consolidation, sale, lease or other disposition of any or all of the assets or stock of the Company.

**24. Jurisdiction**

This Agreement will be governed by, and construed in accordance with, the laws of the Republic of India and subject to exclusive jurisdiction of the courts in Gurugram. No other courts will have the jurisdiction to entertain and try any matters relating to or arising from and out of the provisions of this Agreement.

Signed on behalf of the Company:



08 August 2023

Amit Ahuja, Senior Director - Talent Acquisition  
Mercer Consulting (India) Private Limited

Please acknowledge your acceptance of these Terms & Conditions by signing below.

I agree to the above terms.

Yukti Kalra

Date

Appendix 2

PRIVATE AND CONFIDENTIAL

Yukti Kalra

The break-up of your annual remuneration is as follows:

Components	Amount Per Month (INR)	Amount Per Annum (INR)
Basic	17,667	212,000
HRA	8,833	106,000
Statutory Bonus	0	0
Special Allowance	15,547	186,560
PF (Employer Contribution)	2,120	25,440
(A) Annual Fixed Compensation	44,167	530,000
(B) Annual Incentive Plans		
Annual Incentive Plan @ 10 % of Annual Fixed compensation <i>This is an indicative amount, which will be based on the performance achievement of the employee and the Company at the end of the year, subject to management discretion and company policy.</i>	Not applicable	53,000
<b>Total CTC</b>		<b>583,000</b>

In addition to the above, you will also be entitled to the following other benefits:

Benefits	Coverage
Gratuity	Payable as per law
Group Insurance Schemes You will be covered under the following group insurance schemes, as per the company policy -	
Group Medclaim Policy	Self and Family (for a max sum insured of INR 5 Lakhs)
Voluntary Group Parental Medclaim Policy	(New Joiners): Base Sum Insured of INR 3 Lacs with 50% co-sharing of premium by the company. Options of INR 5 lacs & 7 Lacs also available
Group Term Life Policy	Self (for a Capital sum insured of 3 times Annual Fixed Compensation)
Personal Accident Policy	Self (for a Capital sum insured of 5 times Annual Fixed Compensation)

From your Special Allowance - The following are the components that are available under the Flexible Allowance Basket to choose from as per applicability and stipulated limits.

Special Allowance	Amount (Limit) Per Annum (INR)
<i>Flexible component which can be allocated towards the below components. Balance amount will remain under Special Allowance.</i>	
Leave Travel Allowance (LTA)	Up to INR 1,50,000
Fuel Reimbursement (for colleagues using their own cars)	Up to INR 21,600
National Pension Scheme (NPS)	Up to 10% of Basic
Professional Development Allowance	Up to INR 75,000

**Notes:**

1. The contents contained herein including your salary particulars are confidential.
2. The above-mentioned salary components or the structure thereof are subject to change to align to any change in statutory/regulatory guidelines or any other reasons for which the company may deem fit to change the salary components or the structure thereof. Any changes will be intimated in advance.
3. Provident Fund indicates employer contribution which is an amount equivalent to 12% of your above said Basic salary to the Provident Fund. You will also be required to make an equivalent contribution which will be deducted from your salary.
4. Applicable taxes including surcharges and cess, and social security contributions will be deducted.
5. Subject to applicable laws, existing benefits may be restructured or modified as per Company policy without the need of seeking any consent. Additional benefits which may be announced from time to time and where eligible will be included in the compensation structure.



**APPOINTMENT LETTER CUM AGREEMENT (CONFIDENTIAL)**

Date: 24-May-2023

Dear Neha Rani,

**Sub: Letter of Appointment at Converge Konzept Pvt. Ltd.**

Congratulations and welcome on becoming a part of Texta Culture, Converge Konzept Pvt. Ltd. (hereinafter referred to as "Company"). We believe your role is one of the foundation stones for our collective growth. We encourage you to avail yourself of every opportunity for your learning and development - of which we are sure, there will be many.

Please note that your appointment shall be governed by the following terms and conditions of this Agreement. Therefore you are requested to familiarise yourself with it.

**TERMS AND CONDITIONS OF EMPLOYMENT**

1. **Exclusivity and No Bar:** By signing this letter, you undertake and confirm to the Company that you are under no contractual and/or any legal obligations that will prohibit or cause any impediments to you from successfully performing your duties/services, whole or in part, with the Company.
2. **Position:** You are offered the Associate - Product role in the Company. We look forward to having you onboard starting June 1st, 2023, subject to Your acceptance of the terms and conditions of employment mentioned herein.
3. **Compensation:** Your total annual employment CTC (cost to company) shall be Rs. 3,00,000/- (in Words, Three Lakh Only). Statutory deductions such as Income Tax, Professional Tax, and contributions to the Employee Provident Fund will be deducted as per the prescriptions of the respective Acts. Your compensation will be reviewed as per the Company's annual Compensation Revision program, subject to the discretion of the Management.
4. **Probation Period:** You shall be on probation for 90 Days from your joining date. After that, your employment may be confirmed, or the Management may extend the probation period at its sole discretion. During the probation period, either party is liable to terminate the services by giving notice of such instant for 30 Days or pay a proportionate basic salary in lieu of any short notice to the Company. The Company has the sole discretion to decide your last working day in lieu of due compensation. Further, in case of non-satisfactory performance during the probation period, the Company reserves the right to terminate your employment, and the Company shall have the right to waive-off the Notice period.
5. **Termination and Notice:**
  - a. Your employment/services will be governed by Company's rules and regulations applicable from time to time. On confirmation, either party is liable to terminate the agreement with a notice of 30 Days or pay a proportionate basic salary in lieu of any short notice.
  - b. Your employment /Services can be terminated without notice and without paying proportionate salary, in the event of misconduct which includes but is not limited to non-adherence to the Code of Conduct, Employee Discipline, committing a criminal offence, theft, fraud, embezzlement, intoxication, violence, sexual harassment, damage to the Company's reputation, non-performance, etc.



Dear Charvi Kapoor

We are delighted to offer you the position of PPC Digital Marketing intern at Adsify Technologies. Your skills and experience align with our needs and we believe that you will make a valuable addition to our team.

Your internship will begin on 05 June 2023 and end on 05 September 2023. During this time, you will be reporting to SHAHZEB AHMAD and working closely with our team of professionals.

As an intern, you will receive a monthly stipend of Seven Thousand Rupee (7K INR) and will be expected to adhere to our company policies and guidelines. We also encourage you to take advantage of any learning and growth opportunities that arise during your internship.

Your working hours will be 10 AM- 7 PM IST and we expect you to be punctual and maintain good attendance throughout your internship. You will be required to complete a performance evaluation at the end of your internship, and we will be happy to provide feedback and recommendations for your future career.

Please review the attached documents, including our company policies, and sign and return a copy of this letter to confirm your acceptance of this internship offer.

We look forward to welcoming you to our team.

Best,  
Himanshu Gaba  
Co-founder, Adsify

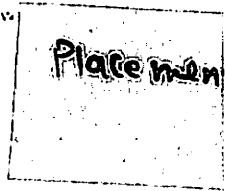
*Himanshu Gaba*

*Charvi*





Extending Your Enterprise



10-Jan-2023

Shivani Sapra

House No. 590, Jain nagar, Karala,

North West Delhi, Delhi - 110081

India

**Letter of offer**

**Dear Shivani,**

With reference to your application and the subsequent interview you had with us, we are pleased to inform you that you have been selected as **Actuarial Management Trainee** in WNS Global Services Pvt. Ltd., based at our **Gurgaon - NH8** office. The key components of your offer are as detailed below :-

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

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

**Title:** The title that you would be using both internally and externally would be **Actuarial Management Trainee**.

**Compensation:** Your Total Gross Pay will be **INR 4,50,000 (Indian Rupees Four Lakh, Fifty Thousand Only)** per annum which is inclusive of Fixed Pay and Variable Pay/ Performance Incentive. The detailed break-up of your compensation is given in the Annexure II for your reference.

**Joining Date:** You are expected to join us by **11-Jan-2023**.

**Place of work:** Your place of work will be **Gurgaon - NH8**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any one of its associates or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.

For WNS Global Services Pvt. Ltd.

*Adil Nargolwala*

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

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

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**Accepted and Agreed**

**Shivani Sapra**  
Candidate's Name & Signature

**WNS**

Extending Your Enterprise

Envelope ID: 5109D787-5F2B-42F2-A5B6-FA4F9EF5F63B  
**WNS**  
Extending Your Enterprise**1. TERMS & CONDITIONS:**

- a. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.
- b. You will be required to sign a standard employment agreement on your date of joining.
- c. You shall be required to submit a set of certified true copies of the documents and information as set forth in Annexure I of this appointment letter.
- d. The Company's business involves operating round the clock on all day. Therefore the work may involve shift working including working in night shifts and availing staggered weekly offs. You are expected to attend the work as assigned to you by your superiors.
- e. You will be on probation for six months from the date of joining; however probation may be extended by the Company at its sole discretion. During the probation period, the Company may terminate this contract at any time without cause upon not less than 90 (Ninety) days prior written notice to you and/or compensation in lieu thereof. However, the Company may with "cause" immediately terminate this contract, if you are found to be in material breach of any of the terms of your employment and the Company Policy. You may voluntarily terminate your employment for any reason upon providing prior written notice to the Company, the period of which shall be 90 (Ninety) days prior written notice. It is mandatory for you to serve the notice period and it is your responsibility to complete your handover during the notice period before resigning from the organization / Company. If you chose not to serve the notice period the Company reserves the right to recover compensation in lieu of notice period from you in addition to the compensation towards all expenses incurred with regard to any training and development, special education, up skilling or on the job training provided to you in the course of your employment with the Company in addition to losses and damages actually sustained by the Company. The forgoing term is a condition precedent to your acceptance of this offer letter.
- f. Effect of inability to clear the proficiency / competency training / thresholds: You may be required to undergo voice & accent, pre-process and process trainings as a prerequisite to your gainful engagement as may be prescribed under relevant competency / proficiency parameters. At the end of these trainings, a performance assessment will be conducted and the results will be declared as per the established norms depending on the type / nature of the training. The company invests significant amount of efforts and costs on such trainings and you will appreciate that in case one is not able meet the required norms during training or clear the afore-said assessment tests, the Company will not be able to engage your services productively. In such eventuality, the Company reserves right to terminate employment by providing two weeks' notice and or pay in lieu thereof.
- g. Post confirmation, your services may be terminated by either party, giving notice in writing as mentioned in clause 1 (e) and non-service of Notice Period shall result in the same consequences as enumerated in Clause 1 (e) hereinabove.
- h. You will be entitled to twenty one working days leave per annum subject to prior approval by the Company. Carry-forward / accumulation of leave will be governed as per the existing Company policy on the subject.
- i. You will be provided necessary training / special education / on the job skill enhancement / interactive programs / up skilling programs / guidance required to

For WNS Global Services Pvt. Ltd.

*Adil Nargolwala*Adil S Nargolwala  
Corporate SVP - HR  
Head Talent AcquisitionWNS Global Services Pvt. Ltd, Plant No. 10, Godrej & Boyce Complex, Pirojshanagar, LBS Marg,  
Vikhroli (West), Mumbai 400 079 | Tel: +91 22 4095 2100 | Fax: +91 22 2518 8307 | CIN:  
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A80CE6EFF72F41F...**Accepted and Agreed**Shivani Sapra  
Candidate's Name & Signature



Extending Your Enterprise

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

## 2. OTHER CONDITIONS:

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

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

For WNS Global Services Pvt. Ltd.

*Adil Nargolwala*

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

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

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Accepted and Agreed

**Shivani Sapra**  
Candidate's Name & Signature



Extending Your Enterprise

Yours faithfully,

For WNS Global Services Pvt. Ltd.

*Adil Nargolwala*

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

*WNS Global Services Pvt. Ltd, Plant No. 10, Godrej & Boyce Complex, Pirojshanagar, LBS Marg,  
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U72200MH1996PTC100196*

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**Accepted and Agreed**

**Shivani Sapra**  
**Candidate's Name & Signature**



Extending Your Enterprise

## Annexure I

1. You need to furnish the following Documents at the time of joining WNS.  
**NOTE:** Joining will not happen without these documents.

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

For WNS Global Services Pvt. Ltd.

*Adil Nargolwala*

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

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

DocuSigned by:  
  
 A80CE6EFF72F41F...

Accepted and Agreed

**Shivani Sapra**  
**Candidate's Name & Signature**



# WNS

Extending Your Enterprise

**NOTE:**

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

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

**Documents.....**

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

**Information.....**

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

For WNS Global Services Pvt. Ltd.

*Adil Nargolwala*

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

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

DocuSigned by:  
  
A80CE8EFF72F41F...

**Accepted and Agreed**

**Shivani Sapra**  
Candidate's Name & Signature



Extending Your Enterprise

Annexure II			
Name	:	Shivani Sapra	
Title	:	Actuarial Management Trainee	
Role Band	:	A	
BU/EU	:	Insurance	
Compensation Component	Ref	Amount(INR) Per Month	Amount(INR) Per Annum
Basic Salary		14,805	1,77,660
House Rent Allowance		7,403	88,830
City Compensatory Allowance		8,893	1,06,710
<b>Sub Total - I</b>	<b>A</b>	<b>31,100</b>	<b>3,73,200</b>
Bonus / Incentive (4)	(a)	0	0
Company's contribution to Provident Fund (1)		1,800	21,600
Company's contribution to ESI (3)		0	0
<b>Sub Total - II</b>	<b>B</b>	<b>1,800</b>	<b>21,600</b>
<b>Total Fixed Pay</b>	<b>C = A + B</b>	<b>32,900</b>	<b>3,94,800</b>
Bonus / Incentive at Maximum Level (4)	(b)	4,600	55,200
<b>Gross Pay (CTC) at Minimum Level</b>	<b>D = C</b>	<b>32,900</b>	<b>3,94,800</b>
<b>Gross Pay (CTC) at Maximum Level</b>	<b>E = D + (b) - (a)</b>	<b>37,500</b>	<b>4,50,000</b>
<b>BENEFITS</b>			
Gratuity payable As per Payment of Gratuity Act, 1972			
<b>Note:</b>			
1) Company's contribution to Provident Fund (PF): In cases where PF wages is above the statutory maximum limit of INR 15,000/- p.m., you have an option to choose the deduction of 12% on actual PF wages. In such situation, various component of the compensation will be adjusted to accommodate your request. PF wages considered for this calculation will be as per Employee Provident Fund and Miscellaneous Provisions Act, 1952.			
2) The Company provides following discretionary Insurance benefits: a) Medical Insurance: For Self or Family Floater, as per Company policy b) Personal Accident Insurance: For Employee, as per Company Policy c) Life Insurance: For Employee, as per Company Policy d) Parents can also be covered Individually or through a Floater at an annual premium as per the company policy. You would have to enroll and pay the sum separately through payroll. Note: The company reserves the right to make appropriate changes to the Insurance plan as and when necessary.			
3) Company's contribution towards ESI Scheme will be as per Employees State Insurance Act, 1948 and is currently 3.25% of the monthly salary.			
4) You will be eligible to participate in the Company's Bonus / Incentive scheme applicable to your process. The Bonus / Incentive at maximum level is inclusive of Bonus / Incentive included in the Total Fixed Pay. The Bonus / Incentive will be paid basis the requirements of Payment of Bonus Act, 1965, your performance and BU/Company performance.			

For WNS Global Services Pvt. Ltd.

*Adil Nargolwala*

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

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

DocuSigned by:  
*Shivani Sapra*  
A80CE6EFF72F41F...

**Accepted and Agreed**

**Shivani Sapra**  
Candidate's Name & Signature



# Your Job Offer – Concentrix

Inbox



Balesh Dahiya 24 Jun



to me, balesh.dahiya, cbthirepro,...




Dear **DEEPAK SINGH**

We are pleased to inform you that you have been selected for a job at Concentrix. The details of your employment along with the terms and conditions of the employment are mentioned in the Appointment Letter. To access the Job offer related documents, please access the following link [Click here](#). Please read through all the clauses mentioned in the 'Appointment letter', 'Expectation Check Document' and other documents carefully before accepting the offer. Your acceptance must be provided before the Day of Onboarding. **These documents must be downloaded, and a copy should be saved for future references.**

We look forward to you being a part of Concentrix family.

Best Regards

  
CONCENTRIX™



**Deepak**

DEEPAK SINGH

  
CONCENTRIX™

# Starvik studio

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Date: July 03, 2023

Varun Gupta,

Sub: Internship Offer

We are delighted to offer you an internship for the position of Social Media at Starvik Studio. We have carefully reviewed your application and interview performance and believe that your skills, enthusiasm, and passion for social media make you an ideal fit for our team.

We believe this internship will provide you with valuable skills and knowledge in the field of social media marketing. The duration of the internship is 6 months. The internship period will start on July 03, 2023. Compensation details will be provided in a separate document.

Please accept this internship offer to indicate your agreement with the terms and conditions of the internship. If you have any questions or require further information, please do not hesitate to contact Shivani Uniyal at 8860456325.

We look forward to working with you and wish you a fulfilling and rewarding career with us.

Thanks & Regards

For Accelerate Media Private Limited



Authorized Signatory

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Accelerate Media  
Private Limited  
COI: U74999DL2017PTC327620.  
PAN No: AALCM5200G.

✉ Email  
hello@starvikstudio.com

☎ Phone  
+91 8881777150

📍 Address  
522, 5th Floor,  
MGF Metropolis Mall,  
MG Road, Gurgaon,  
Haryana-122002

<b>Name</b>	Varun Gupta	
<b>Designation:</b>	Creative Associate - Copy	
<b>Location:</b>	Gurugram	
<b>Salary Breakup:-</b>		
<b>Monthly</b>	Basic	7,500
	HRA	3,750
	Special Allowance	10,757
		<u>22,007</u>
<b>Company's contribution to Provident Fund @ 12% p.a.</b>		21,600
<b>Gratuity per annum (as per the act.)</b>		4,327
<b>Mediclaim Insurance per annum</b>		10,000
		<u>35,927</u>
<b>CTC</b>		<u>3,00,011</u>

*Medi-Claim Insurance of Rs.5,00,000/-*

*Group Personal Accident Cover upto Rs 10,00,000/-*

*Note: Income Tax/TDS deduction will be applicable as per the prevailing rates*

**This offer, once accepted, is legally binding**

**For Rediffusion Brand Solutions Pvt. Ltd.**



**Authorized Signatory**

**I hereby accept the above offer**

**Candidate's Signature**

# rediffusion

Rediffusion Brand Solutions Pvt. Ltd.  
GHS NO. 13/0004B - Phase 12

A-1802, Lotus Cyber Park, Block  
01, Western Express Highway,  
Chandigarh, India - 160010  
R: 0172-2971200, F: 0172-2971201

Legal Office  
1802, Lotus Cyber Park,  
Western Express Highway,  
Chandigarh, India - 160010

# octalooop

## Offer Letter

This Offer Letter signifies an Employment Agreement (the "Agreement"), and outlines the terms and conditions that govern the contractual agreement between **Rohit Kumar** (the "Employee") as **Social Media Specialist** having his principal address at, 35A/1, FIRST FLOOR, PANDAV , NAGAR MAYUR VIHAR PH-1, Shamas Pur, Patparganj, East Delhi, Delhi, 110091, and **Octalooop Technologies Private Limited** having its principal place of business at A-83, FF, Okhla Phase II, New Delhi (the "Company") who agrees to be bound by this Agreement.

WHEREAS, the Company is building an in-house product Binamite.com (the "Product"), and the Employee is an employee with whom the Company has come to an agreement for (the "Work").

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties to this Agreement, the Employee and the Company (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

### 1. Employee's Duties

The Company hereby engages the Employee, and the Employee hereby agrees to be engaged by the Company to fulfil its social media requirements.

- A. The Employee shall dedicate to the Company a minimum of Forty working hours per week.
- B. The Employee shall lead research and growth of the Company through Community Building and Development. The responsibilities include (but not limited to) building a following on social media channels like Twitter, Youtube, Facebook, Instagram, LinkedIn, and channelling that following to our Telegram and Discord.
- C. The Employee shall lead all relevant social media channels to promote Events, secure maximum number of participants and registrations during Events.
- D. The Employee shall lead the community management for Hackathons on discord.
- E. The Employee shall write and strategize content for the Company's social media and community.
- F. The Employee shall run ads for the Company's Events, and Product, Binamite.
- G. The Employee shall generate leads for Binamite through various social media campaigns.

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**Octalooop Technologies Private Limited**  
A-83, Second Floor, Pocket D,  
Okhla Phase II, Okhla Industrial Estate,  
New Delhi, Delhi 110020



# octaloop

- H. The Employee shall run several campaigns on social media for India Blockchain Tour, Metamorphosis India, and Metamorphosis Dubai in order to sell maximum number of tickets.
- I. The Employee must abide by and stay up to date on changes in crypto regulations in relevant countries to efficiently run ads for Binamite and Metamorphosis.
- J. The Employee must abide by the wiki that has been provided by the Company
- K. The Employee is free to work from any place deemed appropriate to perform its duties. The Employee is responsible for abiding by local laws in regards to the place and time of work.
- L. The Employee shall use a recent computer powerful enough, as well as an internet connection fast enough to not interfere with the ability of the Employee to accomplish its duties. The Employee shall inform the Company if any event may prevent the Employee from performing its duties.
- M. The Employee is responsible for performing all software updates within one week of notification to keep its computer free of known vulnerabilities.
- N. The Employee shall notify in writing to the Company any request for leave (holiday) at least seven days prior to the commencement of the leave. The Company shall deny the Employee's leave request if this request is in conflict with the Company's business or team agenda.
- O. The Employee shall inform the Company upon commencing work on any project outside of the scope of this agreement, this includes but is not limited to paid or unpaid work, volunteering activities and any other project contributions or advisory -- except for regular contributions.
- P. For a period of two weeks after termination of the Agreement, the Employee shall provide the Company attention to answer any questions or assist solving any problems in regard to the work accomplished within this agreement, up to 8 hours free of charge and billed to the Company at a prorated hourly rate based on the price per year agreed as per this Agreement for any assistance thereafter. The Employee agrees to respond to any reasonable request for assistance made by the Company regarding the Agency within one week of the request.
- Q. Except as expressly provided in this Agreement, the Company shall not be obligated under this Agreement to provide any other support or assistance to the Employee.

## 2. Compensation

In consideration for the Work, the Company shall compensate the Employee accordingly.

- A. The Company shall pay the Employee at the rate of INR 4,20,000 per annum during the 3 month probation period. Upon successfully completing probation, the annual CTC would be revised to INR 4,50,000. All compensation will be paid in INR.
- B. The annual compensation will be further broken up into a fixed and performance-linked variable amount. The variable amount would be paid to the

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**Octaloop Technologies Private Limited**  
A-83, Second Floor, Pocket D,  
Okhla Phase II, Okhla Industrial Estate,  
New Delhi, Delhi 110020

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Employee, in lump sum, on the completion of 1 year at Octaloop. The detailed breakup of compensation, in terms of its fixed and variable components, is as follows:

- a. Fixed monthly salary: INR 33,750
  - b. Fixed annual salary: INR 4,05,000
  - c. Variable lump sum: INR 45,000
- C. The Employee will be compensated with one day of paid leave per invoiced month. The Employee will be able to use its paid leave as described in the Employee's Duties. Any paid leave has to be used within three months after the end of the calendar year it was earned.

For any FIAT currency conversion, the rate visible on the website [www.xe.com](http://www.xe.com) at the time of payment will be used. For any Cryptocurrency conversion, the rate visible on [www.coinmarketcap.com](http://www.coinmarketcap.com) at the time of payment will be used.

The Employee understands the volatility and risks associated with being compensated in tokens or cryptocurrencies. The Company will not be held responsible for any loss resulting from price fluctuations, loss of access by the Employee to its wallet, or any other event preventing the Employee accessing its compensation after it has been sent by the Company.

## 3. Deductions

The Company shall deduct from all compensation or benefits payable pursuant to this Agreement such as:

- A. Withholding and other taxes as are required by Applicable Law,
- B. Any debts owed by the Employee to the Company
- C. Any deduction from remuneration to which the Employee has previously signified his consent in writing

## 4. Intellectual Property Rights

The Parties acknowledge and agree that the Company will hold all intellectual property rights for any work performed by the Employee as part of this agreement including, but not limited to, copyright and trademark rights. The Employee agrees not to claim any such ownership in the Company's intellectual property at any time prior to or after the completion and delivery of the Work to the Company.

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**Octaloop Technologies Private Limited**  
A-83, Second Floor, Pocket D,  
Okhla Phase II, Okhla Industrial Estate,  
New Delhi, Delhi 110020



## 5. Confidentiality

The Employee shall not disclose to any third party the business of the Company, details regarding the Agency, including, without limitation any information regarding the Agency's code, the Specifications, or the Company's business (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Company, or (iii) use Confidential Information other than solely for the benefit of the Company.

## 6. Inside Information

The Employee acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse. As a result of being given the Confidential Information the Employee may well become an insider and, therefore, be unable to take certain actions which it would otherwise be able to take.

## 7. Employee Warranties

The Employee represents and warrants to the Company the following:

- A. Development and delivery of the Work under this Agreement are not in violation of any other agreement that the Employee has or had with another party.
- B. The Work will not violate the intellectual property rights of any other party.

## 8. Indemnification

The Employee agrees to indemnify, defend, and protect the Company from and against all lawsuits and costs of every kind pertaining to the Work including reasonable legal fees due to the Employee's infringement of the intellectual rights of any third party.

## 9. Probationary Period

The probationary period of the Employee shall be three months from the Effective Date of this Agreement and the Company reserves the right to extend the probationary period at its sole discretion. During or at the end of the period of probation or any extension thereof, this Agreement may be terminated at any time by either party giving to the other party one week notice after assigning the relevant reasons.

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**Octaloop Technologies Private Limited**  
A-83, Second Floor, Pocket D,  
Okhla Phase II, Okhla Industrial Estate,  
New Delhi, Delhi 110020



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## 10. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

## 11. Termination

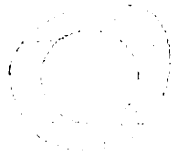
Either Party may terminate this Agreement on one week's written notice during the Probationary Period and thirty calendar days' written notice thereafter, or if prior to such action, the other party materially breaches any of its representations, warranties or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including all attorneys' fees and costs of enforcing this Agreement. All applicable costs shall be settled sixty days after the termination date.

## 12. Non-compete and Non-solicitation

- A. The Employee agrees that during the course of their employment starting from the Effective Date the Employee shall not:
- a. Carry on or participate (whether as a partner, shareholder, principal, agent, director, employee or consultant) in any business and/ or activity which is the same as or substantially similar to the Company's business, including in the business of any Competitor, other than through the Company;
  - b. Render any services to a Competitor or enter into employment with any of the Company's Competitors
  - c. Solicit, influence or attempt to influence any client, customer or other Person to direct their purchase of the products and/or services from the Company to themselves or any Competitor
  - d. Solicit or attempt to influence any Person, employed or engaged by the Company (whether as an employee, consultant, contractor, freelancer, vendors, advisor or distributor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of, or directly or indirectly offer services in any form or manner to himself or any other Person which is a Competitor of the Company.
- B. The Employee agrees that during the course of his employment starting from the Effective Date the Employee shall not, directly or indirectly:

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**Octalooop Technologies Private Limited**  
A-83, Second Floor, Pocket D,  
Okhla Phase II, Okhla Industrial Estate,  
New Delhi, Delhi 110020



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- a. Attempt in any manner to contact any client/customer or solicit from any client/customer, except on behalf of the Company, business of the type carried on by the Company
- b. Persuade any Person, which is a client/customer of the Company to cease doing business or to reduce the amount of business which any such client/customer has customarily done or might propose doing with the Company
- c. Damage in any way the business relationship that the Company has with any customer/client, whether or not the relationship between the Company and such client/customer was originally established in whole or in part through his efforts
- d. Employ or attempt to employ, or assist anyone else to employ any person who is in the employment of the Company, or was in the employment of the Company at any time during the preceding 12 (twelve) months.

C. The Employee agrees to ensure that all business opportunities known to him or made known to him at any time, with respect to and/or connected with the Company's business are referred to the Company.

## 13. Applicable law

This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the Republic of India and subject to the exclusive jurisdiction of the courts located in this country.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

**Please note:** The offer of employment at Octalooop is contingent on the details and documents provided by you being verified. In the event that a discrepancy is noted, the offer shall be considered null and void.

Joining Date: 16th May, 2023.

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**Octalooop Technologies Private Limited**  
A-83, Second Floor, Pocket D,  
Okhla Phase II, Okhla Industrial Estate,  
New Delhi, Delhi 110020

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# octalooop

*Rohit Kumar*

Rohit Kumar  
On 15th May, 2023

*Rhea*

Rhea Aranha  
HR & Operations Lead | Octalooop Technologies Pvt Ltd  
On 15th May, 2023

*Anupam*

Anupam Varshney  
Director | Octalooop Technologies Pvt Ltd  
On 15th May, 2023

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**Octalooop Technologies Private Limited**  
A-83, Second Floor, Pocket D,  
Okhla Phase II, Okhla Industrial Estate,  
New Delhi, Delhi 110020

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Title	Offer Letter - Rohit Kumar
File name	Offer Letter - Rohit.docx.pdf
Document ID	8df7c129e89e50854da7cc8ccfcf0cf1d89133e7
Audit trail date format	MM / DD / YYYY
Status	◦ Signed

Document History



**05 / 15 / 2023**  
15:02:54 UTC

Sent for signature to Rohit Kumar (rohitkumar2577@gmail.com), Rhea Aranha (rhea@octalooop.com) and Anupam Varshney (anupam@octalooop.com) from anupam@octalooop.com  
IP: 49.36.121.139



**05 / 15 / 2023**  
15:05:31 UTC

Viewed by Rohit Kumar (rohitkumar2577@gmail.com)  
IP: 223.233.72.230



**05 / 15 / 2023**  
15:12:06 UTC

Signed by Rohit Kumar (rohitkumar2577@gmail.com)  
IP: 223.233.72.230



**05 / 15 / 2023**  
15:14:05 UTC

Viewed by Rhea Aranha (rhea@octalooop.com)  
IP: 49.36.121.139



**05 / 15 / 2023**  
15:14:47 UTC

Signed by Rhea Aranha (rhea@octalooop.com)  
IP: 49.36.121.139

<b>Title</b>	Offer Letter - Rohit Kumar
<b>File name</b>	Offer Letter - Rohit.docx.pdf
<b>Document ID</b>	8df7c129e89e50854da7cc8ccfcf0cf1d89133e7
<b>Audit trail date format</b>	MM / DD / YYYY
<b>Status</b>	◉ Signed

### Document History



**05 / 15 / 2023**  
15:15:03 UTC

Viewed by Anupam Varshney (anupam@octalooop.com)  
IP: 152.58.92.121



**05 / 15 / 2023**  
15:15:26 UTC

Signed by Anupam Varshney (anupam@octalooop.com)  
IP: 152.58.92.121



**05 / 15 / 2023**  
15:15:26 UTC

The document has been completed.



**HIBOX**



**ROHIT KUMAR**  
ASSOCIATE MANAGER (SMM)

Dept. : Marketing  
Email : rohitkumar@hibox.com.in  
Phone : +91 9311341092  
Code : HIBOX0008

[WWW.HIBOX.COM.IN](http://WWW.HIBOX.COM.IN)



**SUTRULLA XPRESS  
PRIVATE LIMITED OPC**

20 September 2023

**Rohit Kumar**  
Noida  
201306

Dear Rohit,

We are pleased to offer you the position of **Assistant Manager - Social Media Marketing** at **HIBOX INDIA**, contingent upon the successful completion of all pre-employment requirements. We were impressed with your qualifications, skills, and experiences, and we believe that you will be a valuable addition to our team.

Here are the details of your offer:

**Position: Assistant Manager - S M Marketing Manager**

**Department: Marketing**

**Location: Fortune One, Noida- Greater Noida Expressway C-5, Sector 126, Noida, Uttar Pradesh 201303, India.**

**Employment Type: Full-Time**

**Working Hours: MONDAY - SATURDAY 09:30 AM to 06:30 PM**

**Start Date: 08/09/2023**

**ProbationPeriod:3Months**

**Reporting to: SM Manager**

**Salary: 40,000 INR**

**Benefits: 2 Paid Leaves**

**A. Duties and Probation.** You will occupy a "Manager -Social Media marketing" position in HIBOX INDIA (Sutrulla Xpress Private limited OPC) responsible for all delivery activities that contribute to the development of the company and its services. You shall use your best energies and abilities on a full-time basis to perform duties assigned to you from time to time. You will be on Probation for 3 months. Your performance review will be annual. You shall provide reports concerning your work activities from time to time as requested. During your employment, you shall not directly or indirectly seize any corporate opportunities or otherwise engage in any conduct adverse to the Company's best interests. Also, you are instructed not to divulge confidential information or violate any agreement with your prior employers.

**Regd. Off. : No.44, Avoor Muthaiah Street, Cherian Nagar New Washermen Pet, Chennai,Tamil Nadu, 600081**

**Website: [www.hibox.com.in](http://www.hibox.com.in)**

**GST no. – 33AAXCS8557J1ZF**

**E- mail - [business@hibox.com.in](mailto:business@hibox.com.in)**



# HIBOX

**SUTRULLA XPRESS  
PRIVATE LIMITED OPC**

**B. Compensation and Benefits.** You shall be compensated as agreed in the discussion. This salary will begin On the first day you report to employment at HIBOX INDIA (Sutrulla Xpress Private limited OPC) .

**C. Relocation and Termination.** You promptly will comply with the Company's instructions concerning relocation. The Company agrees to provide you with 15 days advance notice of termination (except no advance notice is required if the termination of your employment is for cause) and you agree to provide the company with 15 days advance notice of termination of employment. Your employment will be terminated with immediate effect in case of poor performance.

**D. Confidentiality.** As part of your employment, you will acquire or develop confidential and proprietary information concerning the Company and its dealings and method of dealings with its customers and Employees and you also will develop relationships of special trust and confidence with the Company's customers and employees (collectively, "Confidential Matter"). You agree that such Confidential Matter is for the Company's exclusive benefit and that, both during your employment and always thereafter, you will not directly use or disclose any Confidential Matter except for the sole benefit and with the consent of the Company. Upon the conclusion of your employment, you will promptly return all documents, timesheets, and information (including computer-generated or stored matters) concerning the Company or its customers and employees.

**E. Non-Competition and Non-Solicitation.** During the period until 3 months following the termination of your employment for whatever reason (which time period shall be extended by the length of time during which you are in violation of this paragraph), you shall not directly or indirectly solicit the business of (or otherwise deal in a manner adverse to the Company with) or provide any engineering, consulting or detailing services to any customer of the Company (regardless whether or not you personally dealt with that party during your employment) nor directly or indirectly solicit the services of (or otherwise deal in a manner adverse to the Company with) any employee of the Company or induce the such employee to terminate his or her employment.

Please note, that this offer is valid on or before the joining date only.

Yours sincerely,



*Sivaram Jayaraman*

SIVARAM JAYARAMAN  
AUTHORISED DIRECTOR  
SUTRULLA XPRESS PRIVATE LIMITED OPC

Regd. Off. : No.44, Avoor Muthaiah Street, Cherian Nagar New Washermen Pet, Chennai,Tamil Nadu, 600081

Website: [www.hibox.com.in](http://www.hibox.com.in)

GST no. – 33AAXCS8557J1ZF

E- mail - [business@hibox.com.in](mailto:business@hibox.com.in)





RBS Services India Private Limited,

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SEZ, Candor Techspace,  
Sector-21, Dundaheera,  
Gurugram, Haryana, India,  
122016.

Website:

[www.NatWestGroup.com](http://www.NatWestGroup.com), Email:  
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Corporate Identity Number –  
U72900HR2001PTC055458

Human Resources

STRICTLY PRIVATE & CONFIDENTIAL

#### TERMS AND CONDITIONS OF EMPLOYMENT CONTRACT

This contract of employment (hereinafter referred to as "this Contract") executed on 21/12/2022 between:

**EMPLOYER:** RBS Services India Private Limited ("the Company", "we" or "our"), having its Registered Office at 6th Floor, Building-2, Tower A, GIL IT/ITES SEZ, Candor Techspace, Sector-21, Dundaheera, Gurugram, Haryana, India, 122016 a subsidiary undertaking / member of NatWest Group of companies.

**EMPLOYEE:** Jatin Chauhan ("you"), residing at 540, Pocket 2, Delhi, 110063

Throughout this Contract NatWest Group is referred to as the "Group", a company in the Group is referred to as "Group Company" and includes NatWest Group Plc and any subsidiaries and associated companies, including but not limited to the Company.

**Issue Date:** 21/12/2022

**SDS01 - Start Date:** Your employment will begin no later than 23/01/2023 ("Start Date").

#### **JTS01 - Job Title**

Within Retail Banking, your Job Title is Customer Service & Operations Analyst (Volume) A3.

And Corporate Title is Analyst.

The Company reserves the right to unilaterally amend/ revise these titles for any business purposes, at its sole discretion.

JTS01.1 - You may be required to undertake other reasonable duties from time to time, for the Company and any Group Company. The Group reserves the right to second you or transfer you to any Group



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Company and any suitable alternative position reasonably within your capabilities, according to business requirements of the Group on a temporary or permanent basis. You will not refuse to carry out any assignment solely on the grounds that it has not been part of your usual duties during your employment. You will also not be entitled to any additional compensation for carrying out any job which, in the opinion of the management, is equivalent to the job you have been assigned earlier.

JTS01.2 - Whilst you are employed by the Company, you must not undertake any other employment, whether paid or unpaid, or engage or be involved or interested, whether directly or indirectly, in any other business or organisation (either during or outside your working hours), unless you have obtained our prior written consent.

#### **LNS01 - Location**

LNS01.1 - Your Work Location will be Gurugram. We may, at our discretion, require you to (temporarily or permanently) work at or transfer to different work premises or require / allow you to work remotely.

LNS01.2 - Whilst you may be allowed / required to work remotely (whether temporarily or otherwise), you are expected to work within the framework of the guideline(s) issued to you from time to time and keep yourself, complied with your obligations and requirements stated in the related policy(ies) / guideline(s) of the Company. You will maintain utmost degree of care/ dignity; decorum and always remain compliant with applicable laws while performing work either remotely or otherwise. You agree and understand that Company may at its sole discretion, decide anytime to discontinue with your flexible working arrangement and can ask you to resume work from your Work Location or may make necessary changes anytime in your working arrangement, as per its requirement.

LNS01.3 - Notwithstanding the above, you agree that a) you will be eligible for the statutory benefit(s), applicable to you as per your Work Location; b) that the 'laws of India' and 'your Work Location' shall exclusively remain the 'governing laws' and the 'place of jurisdiction' respectively, for the purpose of any dispute(s) arising out of or in relation to your Employment Contract.

LNS01.4 - You acknowledge and agree that your employment with the Company may be seconded or



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transferred to another company within the Group (as may be determined by the Company) in accordance with applicable policies. You shall execute all documents necessary or desirable to effect such transfer.

#### **PPS01 - Probationary Period**

PPS01.1 - The first six months of your employment shall be a probationary period. Details of the arrangements which apply during probation are on the Group's intranet.

PPS01.2 - If your standard of performance, attendance or conduct is unsatisfactory at any time during this period, you may be dismissed in line with Company policies and procedures. We may, at our discretion, extend your probationary period.

#### **IPS01 - Integrity and Professionalism**

IPS01.1 - This offer of employment is contingent upon the successful completion of the Pre Employment Screening (PES) process which is part of the background screening conducted by the Group. PES includes but is not limited to verification of your employment history and qualifications.

IPS01.2 - The Group may withdraw this offer of employment (if applicable) or terminate your employment if the result of any background screening check (which may be conducted at any time prior to or during your employment) or act on your part demonstrates (at the discretion of the Group) that you will not be able to carry out the inherent requirements of your employment to the Group's standards of integrity and professionalism.

#### **HWS01 - Hours of Work**

1.1 - Your normal hours will be 45 hours each week. Our working week runs Monday to Sunday. Your manager will allocate your working days and times.

1.2 - We have the right to vary the number of hours, days and times which you work to meet the needs of the business. If this happens you will be given reasonable notice.

1.3 - You will be required to work the hours necessary to fulfil the responsibilities of your role.



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#### **RMS01 - Remuneration:**

1.1 - The entitlements of your total reward are subject to any Company policy, procedure or guideline that may be issued from time to time. All perquisites and benefits including reimbursements are subject to income tax provisions which may be applicable including taxation on perquisite value.

1.2 - Your remuneration package includes the Total Fixed Pay of INR 400,000. Please refer to the enclosed Annexure 1 to see the Total Fixed Pay breakup. Please note that the salary structure provided in Annexure 1 is provisional and may undergo change based on the prevalent Statutes, Tax laws and Company policy on the date of your joining. Accordingly, you may be issued an updated salary structure at the time of your joining. To clarify, your Total Fixed Pay will remain unaffected due to such change in your salary structure.

1.3 - Your pay Total Fixed Pay will have three core components:

1.3.1 - Salary – This includes Basic and Supplementary allowance.

1.3.2 - Benefit Funding – This is the value provided towards benefits like HRA, LTA, Telephone reimbursement, Meal card etc.

1.3.3 - Retirement Funding – This is the value provided towards Retirement benefits like Provident Fund, National Pension System (NPS) etc.

1.4 - Other Benefits (in addition to the Total Fixed Pay) provided by the Company are Hospitalization Insurance Cover, Life Insurance Cover, Statutory Bonus, ESIC Contribution, Gratuity, Maternity Benefits and such other benefits as per applicable law. These benefits are as per applicable law & the Company / Group policy. You will find more information on the Group's intranet.

#### **RTS01 - Retirement**

RTS01.1 - Subject to any applicable law, the normal retirement age is 60.

#### **LVS01 - Annual Leave and Public Holidays**

LVS01.1 - Your annual leave entitlement will be in accordance with the Company's Leave policy and guidelines. You may be required to take part of your annual leave as compliance leave, in accordance with applicable policy.

LVS01.2 - Additional days are given each year for public holidays and we will let you know when they are. We reserve the right to ask you to work on a public holiday.



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LVS01.3 - Full details of the policy regarding annual leave and holidays are available on the Group's intranet or can be obtained from your line manager.

#### **CNS01 -Confidentiality**

CNS01.1 - "Confidential Information" is knowledge about the commercial affairs and business transactions of the Company and the Group, including, but not limited to, information about the customers, clients, employees, suppliers (whether former, actual or potential), Group contracts, pricing structures, financial and marketing details, terms of business, proposed transactions, premises, assets, internal communications, Intellectual Property, technical systems, data, designs, formulae, product lines, projects, operational procedures, research activities, negotiating position, forward planning, technical and product developments, accounts, finances, computer software and general know-how of the Company or any company of the Group.

CNS01.2 - Confidential Information also includes, without limitation:

CNS01.2.1 - information relating directly or indirectly to particular securities or issuers thereof (both Group companies and third parties) and which would, if generally available, be likely to have an effect on the price of such securities or related investments ("Price-Sensitive Information");

CNS01.2.2 - any information contained in documents marked "confidential" or documents of a higher security classification and other information which, because of its nature or the circumstances in which you receive it, you should reasonably consider to be confidential; and

CNS01.2.3 - confidential information (howsoever obtained) about or provided by any third party received during the course of or as a result of your employment by the Group.

CNS01.3 - You agree you shall at all times observe secrecy in respect of all the affairs of the Group of which you become aware as a result of your employment and in particular you will keep confidential:

CNS01.3.1 - all information relating to the Group's customers including their identity, their accounts and the details of all Group products or policies held by them.

CNS01.3.2 - all the actual or proposed transactions of the Group with its customers, suppliers, advisers, regulators and other business connections; and

CNS01.3.3 - all data belonging to, or held by, the Group whether stored electronically or otherwise and all Confidential Information of the Group.

CNS01.4 - Subject to the need to use or disclose Confidential Information in the proper performance of your duties to the Group, you agree that you will not at any time, whether on your own behalf or in any



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capacity on behalf of any other person, firm, company or organisation, disclose, reveal, cause the publication of or otherwise make use of any such Confidential Information whether for your personal gain or otherwise and you will not make any direct or indirect detrimental or derogatory references to the Group, its directors or employees in any form, including on the internet (for example making any such references in any on-line diary, typically known as "blogging").

CNS01.5 - You acknowledge and understand that:

CNS01.5.1 - maintaining absolute confidentiality is crucial to the Group whose business depends upon the discretion of employees and contracted personnel;

CNS01.5.2 - a breach of this undertaking of confidentiality will be regarded as a serious disciplinary matter and may, if committed while you are employed by the Company result in disciplinary action being taken against you up to and including dismissal without notice and/or criminal proceedings;

CNS01.5.3 - this obligation of secrecy will apply to all the Group's business and will remain in full force and effect even after you have left the service of, or ceased working within, the Group;

CNS01.5.4 - the obligation of secrecy will apply unless you have express written consent from the Group to disclose the Confidential Information or you are required to do so by law or the information is already in the public domain, other than by way of unauthorised use or disclosure.

CNS01.6 - The restrictions outlined in this clause do not apply to any disclosure which you are required to make by law, or to the use or disclosure of information which is already within the public domain through no fault of your own or action on your part, or to a disclosure which constitutes a protected disclosure within the meaning of applicable public interest disclosure legislation.

CNS01.7 - Without prejudice to the foregoing, any disclosure by you of information relating to your pay and remuneration and any and all increments, bonuses and other fringe benefits incidental thereto provided to you by the Company, to any person, including another employee of the Company, will be viewed as a serious breach of your terms of employment and will be dealt with accordingly. Disclosure of such confidential information to your immediate family, tax and legal advisors on a need to know basis will not be a violation of this clause.

CNS01.8 - The obligations under this clause shall survive after the expiry or termination of this Contract for any reason.

#### **DPS01 - Data Protection & Privacy**

DPS01.1 - You shall at all times during your employment with the Company act in accordance with the



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Company's Privacy & Client Confidentiality Policy and any data protection, privacy and client confidentiality policies, procedures and accountabilities as amended from time to time and any applicable local privacy law. Breach of this undertaking could lead to disciplinary action.

DPS01.2 - By signing this Contract, you acknowledge and agree that we are permitted to collect and hold personal information or data (PI) about you as part of our personnel and other business records and that the Group may use such PI for the purpose of conducting background checks, administering your employment and other purposes directly related to your employment.

DPS01.3 - You consent that we may disclose such PI to third parties in the event that such disclosure is in our view required for any business or legal requirement or the proper administration of employment and other matters directly related to your employment. This clause applies to PI collected, held, used or disclosed in any medium.

DPS01.4 - The Employee Privacy Notice contains detailed information about how we process your personal information, including how we process your sensitive personal information, disclosures of your personal information to third parties (such as suppliers or credit reference agencies), intra group sharing of personal information and international transfers of your personal information.

DPS01.5 - For further information, please refer to the relevant policies, which is available on the Group's intranet or from your line manager.

#### **PNS01 - Period of Notice and Termination**

PNS01.1 - You or the Company may terminate your employment by giving the other party written notice as follows:

PNS01.1.1 - At any time during your probationary period: 30 calendar days;

PNS01.1.2 - After completion of your probationary period: 90 calendar days.

PNS01.2 - The Company reserves the right to make a payment in lieu of notice (prorated monthly equivalent of Total Fixed Pay)

PNS01.3 - The Company may terminate your employment summarily without notice (or payment in lieu of notice) in the event of gross misconduct or a serious breach of your employment obligations.

PNS01.4 - The Company, at any time during your notice period (whether notice is given by you or by us), and in its absolute discretion, (i) alter your duties or (ii) instruct you to remain away from work on garden leave ("Garden Leave").

PNS01.5 - While you are on Garden Leave:



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PNS01.5.1 - you must be available for work, although we are not obliged to provide you with any work;  
PNS01.5.2 - you will continue to receive your reference salary and any benefits (where payable) under this Contract, but no discretionary and performance related awards or incentive payments will accrue during this period as you will not be carrying out your normal duties;

PNS01.5.3 - you must not, without the Company's prior consent:

(a) attend the office premises of the Company or any Group Company;

(b) remove any documents or property from the Company or any Group Company;

(c) work for any other person or entity other than the Company or undertake any other business;

PNS01.5.4 - you may not contact or attempt to contact without our prior written consent, any client, customer, agent, professional adviser, broker or other employee of the Company or the Group (except your line manager); and

PNS01.5.5 - you remain an employee and continue to be bound by all duties as an employee of the Company (including but not limited to your duty of fidelity and good faith to the Company, which will apply in full and to the same extent as existed prior to the Garden Leave), as well as all employment terms and conditions, subject to the above.

#### **RPS01 - Return of Property**

RPS01.1 - When your employment ends (or earlier on demand by the Company) you are required to return all Confidential Information, and all Group property and equipment in an acceptable condition.

#### **RCS01 - Restrictive Covenants**

RCS01.1 - For the purposes of this clause:

RCS01.1.1 - 'Termination Date' means the date of termination of your employment with the Company for whatever reason;

RCS01.1.2 - 'Confidential Information' has the meaning given to it in the Confidentiality clause in this Contract;

RCS01.1.3 - 'Business' means those parts of the business carried on at the Termination Date by the Company or any other Group Company with which you were involved to a material extent at any time during the Relevant Period;

RCS01.1.4 - "Restricted Period" means the period of six months commencing on the Termination Date, less any period immediately prior to the Termination Date, which you have been required by the





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Company to spend on Garden Leave;

RCS01.1.5 - 'Relevant Period' means:

(a) if you are placed on Garden Leave, the period of 12 months prior to the commencement of Garden Leave; or

(b) if you are not placed on Garden Leave, the period of 12 months prior to the Termination Date (or, if not employed for 12 months, the duration of the Employment);

RCS01.1.6 - "Customer" means any person, firm, company or organisation or other entity who or which, at any time during the Relevant Period, (i) was a customer or client of the Company or (ii) has had negotiations or discussions about the supply or about products or services supplied or provided by the Company or any other Group Company and:

(a) with whom or which, during the Relevant Period, you had business dealings, negotiations or discussions, in the course of your employment; or

(b) in relation to whom or which you are, by reason of your employment, in possession of any trade secrets or Confidential Information;

RCS01.1.7 - 'Relevant Third Party' means any person, firm, company, organisation or other entity who or which, at any time during the Relevant Period, was an investor with or an exclusive supplier to the Company or any Group Company (other than a supplier of utilities and goods or services for administrative purposes) and:

(a) with whom or which, during the Relevant Period, you had business dealings in the course of your employment; or

(b) in relation to whom or which you are, by reason of your employment, in possession of any trade secrets or Confidential Information.

RCS01.1.8 - "Relevant Person" means any person with whom you had been in contact with during the Relevant Period and who was at the Termination Date (i) a director of the Company or any other Group Company or (ii) an employee of the Company or any other Group Company at grade level B, C, D, E or F or (iii) a consultant of the Company or any other Group Company.

RCS01.2 - You agree, as separate and independent obligations, that during the Restricted Period you will not without the written consent of the Company which shall not be unreasonably withheld or delayed, directly or indirectly, either on your own behalf or for, with, through or on behalf of any other person, firm, organisation, company or other entity:

RCS01.2.1 - in competition with the Business, (i) solicit, or entice away or endeavour to solicit, or entice away the custom or business of any Customer from the Company or any other Group Company or (ii)



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interfere adversely with or endeavour to interfere adversely with the Company's or any other Group Company's relationship with any Customer;

RCS01.2.2 - in competition with the Business, do any business with, accept orders from, or have any business dealings with any Customer;

RCS01.2.3 - cause or endeavour to cause any Relevant Third Party to either cease investing in or doing business with the Company or any other Group Company or to materially alter the terms of its investment in or on which it transacts business with the Company or any Group Company in a manner detrimental to the Company or any other Group Company;

RCS01.2.4 - solicit, induce or endeavour to solicit or induce any Relevant Person to cease working for or providing services to the Company or any other Group Company, whether or not any such Relevant Person would thereby commit a breach of contract; or

RCS01.2.5 - employ or otherwise engage or attempt to employ or otherwise engage in any business in competition with the Business, any Relevant Person, whether or not any such Relevant Person would thereby commit a breach of contract.

RCS01.3 - You further agree that you shall not, following the termination of your employment with the Company represent yourself or hold yourself out as being in any way connected with the business of the Company or any other Group Company.

RCS01.4 - You acknowledge and agree that :

RCS01.4.1 - the Restrictions are considered by the parties to be reasonable in all the circumstances;

RCS01.4.2 - the duration and extent of each of the Restrictions are no greater than necessary for the protection of the Company's legitimate commercial interests and/or those of any other Group Company;

RCS01.4.3 - if any of the Restrictions by itself, or taken together with any of the others, is found to be void or unenforceable, but would be valid if some part of it were deleted or modified, such Restriction shall apply with such modification as may be necessary to make it valid and effective; and

RCS01.4.4 - the Restrictions are separate and severable and enforceable as such, so that if any Restriction is determined as being unenforceable in whole or in part for any reason, that shall not affect the enforceability of any of the remaining Restrictions or, in the case of part of a Restriction being unenforceable, of the remainder of that Restriction.

RCS01.5 - Any benefit given or deemed to be given by you to any other Group Company under the terms of this clause is received and held on trust by the Company for the relevant Group Company. You hereby agree to enter into appropriate restrictive covenants of a similar scope and duration to the Restrictions directly with any other Group Company if requested to do so by the Company.



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#### **RBS01 - Receipt of Payments and Benefits from Third Parties**

RBS01.1 - Subject to any written regulations issued by the Group which may be applicable, neither you nor any member of your family, nor any company 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 Group or any associated company and if you, any member of your family or any company 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 Group or the relevant associated company for the amount received or the value of the benefit so obtained.

#### **POS01 - Policies and Procedures**

POS01.1 - The Group has adopted a number of employment and business policies and procedures. You must comply with the Group's policies and procedures (as amended, removed or replaced from time to time), including the Code of Conduct.

POS01.2 - You will have access to all of the Group policies and procedures including the Code of Conduct, on the Group's intranet site or from your line manager. You must familiarise yourself with them and you agree to be bound by them.

POS01.3 - We reserve the right to change existing policies and procedures or introduce new ones from time to time. Information about new policies and procedures or changes to existing ones including the Code of Conduct will be communicated through the Group's intranet and/or employee communications.

POS01.4 - Disciplinary procedures or any other applicable procedures in the circumstances may be implemented for failure to comply with the Group's policies and procedures up to and including dismissal.

#### **RNS01 - Regulatory Requirements**

RNS01.1 - It is a condition of your appointment and your continued employment that you satisfy (and continue to satisfy) all relevant requirements, qualifications, recommendations, rules and regulations, as amended from time to time (including any such requirements, recommendations, rules and regulations regarding handover arrangements), of (i) any regulatory body whose consent or approval is required for you to undertake (or continue to undertake) your duties; (ii) the UK Listing Authority; (iii) all other



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Gurugram, Haryana, India,  
122016.

Website:

[www.NatWestGroup.com](http://www.NatWestGroup.com), Email:  
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regulatory authorities relevant to the Company and / or the Group; and (iv) any internal policies and procedures of the Company and / or the Group (including the Code of Conduct) to the extent these are issued or implemented pursuant to regulatory requirements.

#### **SNS01 - Standards, Qualifications and Assessments**

SNS01.1 - You are required to attain any standards and qualifications and / or pass any assessments and / or training (whether internal or external) considered necessary by the Company and / or the Group to meet any requirements imposed on it / them including those imposed by a regulatory authority from time to time. You will be provided with details of such standards and requirements separately. Failure to meet these standards may result in disciplinary action being taken against you, up to and including dismissal.

#### **SRS01 - Staff Dealing Rules**

SRS01.1 - You must comply with the Staff Dealing Rules and should familiarise yourself with them by reading the Personal Account Dealing Policy. Full details can also be obtained from your country Compliance Department.

#### **INS01 - Intellectual Property**

INS01.1 - For the purposes of this clause and the Confidentiality clause, "Intellectual Property" means patents, rights to inventions, trademarks, service mark, registered designs (including applications for and rights to apply for any of them), unregistered design right, trade or business names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, copyright and related rights, rights in computer software, database rights, topography rights, rights in Confidential Information (including know-how and trade secrets) and any similar rights which may now or in the future exist in any country in the world.

INS01.2 - Subject to the provisions of applicable local legislation, all Intellectual Property generated by you during your employment will on its creation be automatically owned by the Company. You will co-operate fully, and do all acts required (at the Company's expense), to assign Intellectual Property with full title guarantee to the Company or any other member of the Group as directed. You hereby irrevocably appoint the Company to act as your attorney for the purposes of securing grant and



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ownership of the Intellectual Property. You also agree to do nothing, during or after your employment, to affect the validity of any Intellectual Property. You agree to waive all moral rights in any Intellectual Property, whether conferred by statute or otherwise.

INS01.3 - The Company 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.

#### **IAS01 - Information, Assets and Systems**

IAS01.1 - When you join us you may have access to phones, e-mail, the Group's intranet, 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 policies relating to them. We may implement our disciplinary procedure if you fail to comply with them and in certain circumstances, this could amount to gross misconduct leading to dismissal. You should refer to the Code of Conduct and the Group Policy Standards for further information on these policies.

#### **DRS01 - Deductions from Remuneration**

DRS01.1 - The Group may deduct from your remuneration any overpayment made to you, any benefits including leave overtaken by you or amounts owed by you to the Group, to the extent permitted by law.  
DRS01.2 - You also hereby agree, by signing this Contract, that the Group may debit your bank account, if necessary, after the effective date of the termination of your employment, for any overpayment in the final Annual Gross Remuneration Package payment that may occur, to which you are not entitled. You will be advised of the amount debited.

#### **TXS01 - Taxes**

TXS01.1 - You will be solely responsible for declaring and paying all taxes to the income tax authorities due on payments made and benefits provided to you by the Group. The Company shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

#### **TES01 - Changes to your Terms of Employment**



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TES01.1 - We reserve the right to make reasonable changes to any of your terms and conditions of employment. We will inform you of changes by way of a general notice to all employees through the Group's intranet or by other means of employee communication.

TES01.2 - In relation to the benefits (not being a statutory benefit) referred to in this Contract, we reserve the right to withdraw or alter their terms without notice at any time. We will exercise reasonable discretion if we change the benefits or exclude you from them.

**WRS01 - Warranty**

WRS01.1 - 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 Contract.

**GLS01 - Governing Law**

GLS01.1 - The interpretation and enforcement of this Contract shall be governed by and construed in all respects in accordance with the laws of India and the parties submit themselves to the exclusive jurisdiction of the courts located in the state in which you render your services to the Company.

**WAS01- Whole Agreement**

WAS01.1 - These terms and conditions supersede any previous agreement, whether oral or in writing, between you and the Company or any other Group Company in relation to the matters dealt herein and represent the entire agreement between you and the Company.

**JIS01 - Joining Instruction**

JIS01.1 - You need to submit all the desired documents as enumerated by the recruiter, at the time of joining. However, if for some reason you are unable to submit it on the Start Date, i.e. day of joining, a self-declaration shall be required in this regard. You will indicate the timeframe by when these documents can be submitted.

This Contract is valid subject to you reporting to work on your Start Date failing which your appointment



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stands withdrawn.

Please indicate your acceptance of these terms and conditions by signing the duplicate copy of this Contract and returning it to the Company on your Start Date.

**{{sig\_es\_:signer1:signature}}**

Signature

Signed for and on behalf of RBS Services India Private Limited  
on 21/12/2022

India Authoriser Name

I, the undersigned, have read and agree to be bound by the terms and conditions of employment specified or referred to in this contract. I understand that the Company may vary the terms and conditions of employment from time to time.

**{{sig\_es\_:signer2:signature}}**

Candidate Name

Jatin Chauhan

21/12/2022



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**Private and Confidential**

21/12/2022

Jatin Chauhan

**Annexure 1: Total Fixed Pay Break-up**

This is with reference to the Remuneration clause of the Terms & Condition of Employment letter dated 21/12/2022 issued to you. Please see below the detailed breakup of your Total Fixed Pay:

**Components of Total Fixed Pay (TFP)**

**Salary (Basic & Supplementary Allowances) - 307,250 Amount (INR per annum)**

Basic: 255,000(INR per annum)

Supplementary Allowance: 52,250 (INR per annum)

Basic: 21,250 (INR per month)

Supplementary Allowance: 4,354 (INR per month)

**Benefits Funding (Benefits selected through Payroll Portal) - 32,750 Amount (INR per annum)**

HRA: 12,750 (INR per annum)

Other RBSelect Benefits as per policy: 20,000 (INR per annum)

HRA: 1,063 (INR per month)

Other RBSelect Benefits as per policy: 1,667 (INR per month)

**Retirement Funding (Retirement plan options selected through Payroll Portal) - 60,000 Amount (INR per annum)**





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Provident Fund: 30,600 (INR per annum)  
Other Retiral Benefits as per Policy: 29,400 (INR per annum)  
Provident Fund: 2,550 (INR per month)  
Other Retiral Benefits as per Policy: 2,450 (INR per month)

**Total Fixed Pay: 400,000 Amount (INR per annum)**

Note:

- 1) Benefit Funding – This is the value provided towards benefit like HRA, LTA, Telephone Reimbursement, Meal card, etc.
- 2) Retirement Funding – This is the value provided towards Retirement benefits like Provident Fund, National Pension System (NPS) etc.
- 3) Unutilized value from Benefit Funding and Retirement Funding will be paid through payroll.
- 4) All benefits enumerated are subjected to specific rules governing its operations.
- 5) The corresponding Income Tax liability has been excluded from these calculations.

**{{sig\_es\_:signer1:signature}}**

Signature  
Signed for and on behalf of RBS Services India Private Limited  
on 21/12/2022  
India Authoriser Name



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**{{sig\_es\_:signer2:signature}}**

Candidate Name

Jatin Chauhan

21/12/2022



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KPMG Assurance and Consulting Services LLP  
2nd Floor, Block T2 (B Wing),  
Lodha Excelus, Apollo Mills Compound,  
N. M. Joshi Marg, Mahalaxmi  
Mumbai - 400 011 India

Telephone: +91 (22) 3989 6000  
Fax: +91 (22) 3090 2210  
Internet: www.kpmg.com/in  
Email: indiawebsite@kpmg.com

14 June 2023

Sarthak Gupta  
11/57, Gali No-13, East Azad Nagar, New Delhi, Delhi, India, 110051, , Delhi, New Delhi, Delhi

Dear Sarthak,

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

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

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **19 June 2023**, this employment agreement ('Agreement') shall stand terminated.

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

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

**A. Compensation**

**1. Basic Salary**

Your basic salary shall be INR 150000/- (Rupees One Lakh Fifty Thousand only) per annum, payable on a monthly basis, in arrears.

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

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

Registered Office: 2nd Floor, Block T2 (B Wing) Lodha Excelus, Apollo Mills Compound, N M Joshi Marg, Mahalaxmi, Mumbai - 400011



2. Allowances and Employers Contribution to Provident Fund

In addition to the basic salary referred to in Paragraph A.1 above as part of Cost to Company (CTC), you shall be entitled to a sum of INR 150000/- (Rupees One Lakh Fifty Thousand only) per annum. The aforesaid part of CTC shall include Employer's share of contribution under the Provident Fund scheme of the Firm, which shall be subject to your entitlement and the policy of the Firm and would depend on the allowances to be chosen out of the allowances / perquisites as detailed in the People Handbook.

**B. Other Entitlements**

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

1. Annual Increments

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

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

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

2. Performance Bonus

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

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

This amount is pro-rated depending upon the actual date of joining during the Firm's financial year. The performance bonus (if any) will be payable solely based on you being in active employment of the Firm and not serving notice on the date of disbursement. Payment of the aforesaid performance bonus shall be subject to the policies and/or procedures of the Firm as existing on the date of disbursement.



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

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

3. Gratuity

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

4. Medical Insurance Scheme

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

5. Leave

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

6. Maternity Benefits [For Women employees only]

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

**C. Miscellaneous**

1. Working Hours

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

2. Taxation

Any amount payable by the Firm to you towards Compensation, Other Entitlements and/or, any other payment shall be subject to deduction of withholding taxes and/or, any



other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

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

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

3.2 You shall not, either during your employment or at any time thereafter, except as required by law or otherwise specifically approved by the Firm in writing, use, divulge, copy, quote, refer or disclose to any third party or send, upload, transfer, transmit to yourself on any email address, including by use of official and/or personal email account,



external storage devices (e.g. USB, flash drives, SD card, external hard disk), upload on cloud storage (e.g. Google Drive, One Drive etc.), unofficial/unauthorized collaboration sites or third party messaging applications (e.g. WhatsApp, Telegram etc.) or in any other manner whatsoever, any sensitive and/or Confidential Information, whether in whole or in part, which may have come to your possession or knowledge at any time during the course of your employment with the Firm. Any non-compliance of this obligation shall be construed as a misconduct in terms of the People Handbook of the Firm and shall be subject to the Firm's disciplinary process. You shall also ensure that you comply with all Firm policies at all times in this regard. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence, or fault.

4. Employment Conditions

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

5. Travel

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

6. Independence and Risk Policies

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

7. Prevention of Insider Trading

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





with the Firm.

8. People Handbook

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

9. Intellectual Property

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

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

10. Social Media Policy

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

11. Personal Conflicts

In addition to your obligations under the People Handbook, you shall ensure that there is no personal conflict in performance of your duties, and you shall promptly notify the Firm in case you perceive any personal conflict while discharging any of your duties. Further, you shall ensure that you comply with all Firm policies at all times in this regard. 'Personal Conflict' shall mean where an employee has a personal connection with the client/target/sub-contractor/vendor/supplier, etc., which may interfere, or may be perceived to interfere, with their ability to remain objective/independent, or where they



are personally in possession or have access to confidential information relating to any party or transaction and which can be used to gain any undue advantage or benefit in respect of which the employee is involved or likely to be involved for provision of services. Any non-compliance of this clause shall be construed as a misconduct and shall be subject to the Firm's disciplinary process.

**D. Termination**

**1. Without Cause**

- 1.1 During the Probation Period, the Firm may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Firm. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you or the Firm of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Firm shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Firm at the time of your joining the employment of the Firm, as well as the total cost incurred by the Firm and/or expenses reimbursed to you (if any), in connection with your relocation.
- 1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause. The Party desirous of terminating this Agreement shall give **Ninety (90) days** prior written notice to the other Party. The Firm at its discretion may pay or accept, payment of equivalent or proportionate salary in lieu of the full or part of the notice period. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Firm on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Firm such joining bonus/sign-on bonus as paid to you by the Firm which shall be in addition to the **Ninety (90) days** written notice or salary in lieu thereof or a combination thereof. Further, in case you have received any relocation benefits and you exercise the option of termination this Agreement, or your agreement is terminated by the Firm on grounds mentioned above within 12 months of joining or relocation, the Firm shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Firm and/or expenses reimbursed to you in connection with your relocation.
- 1.3 Additionally, in the event you exercise the option to terminate this Agreement as contained under the Paragraph D.1.1 and D.1.2 above, the Firm notwithstanding anything to the contrary contained in clause 1.2 above, may relieve you from the date as the Firm may deem fit even before expiration of notice period without any liability to compensate you in connection with the unserved duration of your notice period. All other terms and conditions of this Agreement or applicable Firm's policies including without limitation to the Code of Conduct shall apply to you in the aforesaid scenario of



early relieving without any exceptions or concessions of any kind whatsoever.

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

## 2. Breach or Misconduct

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

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

## 2.2 Indemnity

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

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Firm will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.

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



### 2.3 Provisional Offer

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

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

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

### 3. Leave beyond Entitlement

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

### 4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all Confidential Information, lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

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



5. Retirement

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

E. **Governing Law**

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

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

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Firm on or before 16-06-2023 failing which, this offer stands automatically withdrawn by the Firm without any further notice to you.

F. **Miscellaneous**

1. Entire Agreement:

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

2. Waiver:

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

3. Survival:

Upon termination of this Agreement those sections that by their nature are intended to survive termination, rescission or expiration of this Agreement shall so survive, unless otherwise indicated in this Agreement.

Yours sincerely,  
for KPMG Assurance and Consulting Services LLP

Mohit Sharma



Human Resources - Director



## INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

**What is independence and why is it so important?**

**Do the independence rules apply to me?**

**When is my family subject to the rules?**

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

**What kinds of loans are acceptable?**

**What Is Independence and Why Is It so Important?**

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

### **Do the Independence Rules Apply to Me?**

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

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

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



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

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

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

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

### **When Is My Family Subject to the Rules?**

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





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

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

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

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

In addition:

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

### **What Kinds of Loans Are Acceptable?**



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



**ANNEXURE 1  
INDICATIVE COST-TO-FIRM**

Sarthak Gupta

Compensation Category	Monthly (in INR)	Annual Target Earning (in INR)	Annual Maximum Potential Earning (in INR)
i) Basic Salary	12500	150000	150000
ii) *Flexible Compensation	10700	128400	128400
iii) Employer Contribution to Provident Fund	1800	21600	21600
<b>a) Fixed Compensation along with Employer's Contribution to Provident Fund (Annual) (i+ii+iii)</b>	<b>25000</b>	<b>300000</b>	<b>300000</b>
b) Gratuity	601	7212	7212
c) Insurance Premium#		37510	37510
d) Target Performance Linked Variable Pay		33330*	66660**
<b>Potential Cost to Firm (Annual) (a+b+c+d)</b>		<b>378052</b>	<b>411382</b>

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

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

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

**PERFORMANCE LINKED BONUS**

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

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

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



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

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

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

#### **OTHER BENEFITS**

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

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

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

## Annexure 2

### Understanding and Structuring your Compensation

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

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

*\*50% of fixed compensation*

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

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

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

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

**Date: 03-October-2023**

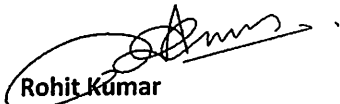
**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that **Khushwant Sodhi** has completed his internship at **Cubastion Consulting Private Limited**, Gurgaon from **03 April 2023 to 29 September 2023**.

During this tenure his performance has been great and his work has been appreciated by the organization.

We wish **Khushwant** all the best for his future endeavors.

**For Cubastion Consulting Private Limited**

  
**Rohit Kumar**

**Senior Manager – Human Resource**



6:39

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PES Successfully Passed



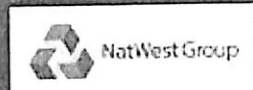
Inbox



NatWest Workday 18 Nov 2022



to Radhika18dec



Congratulations, you've passed our pre-employment screening checks and we look forward to you starting with us soon. You'll shortly receive an email that will provide your log in details and a link to access your personalised Onboarding Portal. This contains useful information to prepare you for your first **day** in your new job and some things you'll need to do before you join us.

We're looking forward to welcoming you to the team.

Thanks.

Pre employment Screening Team

The Royal Bank of Scotland plc. Registered in Scotland No 83026. Registered Office: 36 St Andrew Square, Edinburgh EH2 2YB. The Royal Bank of Scotland is authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority and Prudential



# AUXANO CAPITAL LLP

AUXANO

LLPIN: AAM-1139

Regd. Office: C-1137, ANSAL ESENCIA, SECTOR - 67, GURGOAN - 122102

E-mail ID: [brijesh@auxano.in](mailto:brijesh@auxano.in) || Contact No: +91 99581 00937 || Website: [www.auxano.in](http://www.auxano.in)

1st July 2023

To,

Mr. Kanuj Jadwani

Subject: Notification of Salary Increase and Bonus

Dear Mr. Kanuj Jadwani,

I am pleased to inform you that, following a comprehensive performance review, your annual salary has been revised from Rs. 5,00,000 to Rs. 7,20,000, effective from 1st July 2023. This reflects our acknowledgment of your exceptional contributions to Auxano Capital LLP.

Furthermore, in recognition of your dedication and commitment, you will be entitled to a performance bonus of Rs. 1,00,000 upon the successful completion of one year and satisfactory achievement of KRAs (Key responsibilities areas), covering the period from 1st July 2023 to 30th June 2024.

We value your expertise and dedication, and we believe that this revised compensation package reflects your significant role in the success of Auxano Capital LLP.

Congratulations on this well-deserved recognition, and we look forward to your continued excellence in contributing to our shared success.

Best regards,



[Ashish Padiyar]

[Designated Partner]



# AUXANO CAPITAL LLP

AUXANO

LLPIN: AAM-9289

Regd. Office: C-1137, ANSAL ESENCIA, SECTOR - 67, GURGOAN - 122102

E-mail ID: [hrijesh@auxano.in](mailto:hrijesh@auxano.in) || Contact No: +91 99581 00937 || Website: [www.auxano.in](http://www.auxano.in)

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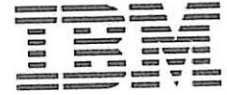
Best regards,



[Ashish Padiyar]

[Designated Partner]





December 15, 2023

IBM India Private Limited  
Manyata Embassy Business Park,  
G2 Block, Nagwara Outer Ring Road,  
Bangalore - 560045, India.  
Tel : 91-80-49139999  
<http://www-07.ibm.com/in/careers/>

Dear Rishav Pandey,

The world is at a major turning point; technology is enabling entirely new forms of business operations, business models, industries and outcomes. We have exponentially more power to reach the full potential of our life's work than any humans before us. This is IBM's vision for the future.

We invite you to join us as a Process Associate, in band 3 to do your best work ever. You will be working alongside passionate IBMers, business & technology experts, who are constantly building their knowledge and expertise to find the best solutions to help our clients achieve their goals and create new possibilities.

At IBM you will experience an inclusive and collaborative culture where you can offer ideas and solutions, no matter your experience or area of expertise - you have an audience that listens from Day 1. You will have access to world-class learning opportunities to help you create the career you've always imagined. Join us and you'll be proud to call yourself an IBMer.

Your letter of employment is attached, for your review and acceptance. Please do not hesitate to reach out to us in case of queries or concerns. We look forward to hearing from you soon and welcome you to be a part of our team.



DO YOUR BEST WORK EVER.



December 15, 2023

IBM India Private Limited  
Manyata Embassy Business Park,  
G2 Block, Nagwara Outer Ring Road,  
Bangalore - 560045, India.  
Tel : 91-80-49139999  
<http://www-07.ibm.com/in/careers/>

Dear Rishav Pandey

We are pleased to offer you the position of Process Associate, in band 3 at IBM India Pvt Ltd(IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

Acceptance and Commencement

Your appointment will be effective on your joining date, i.e December 29, 2023. Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to:

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- Any change of joining date must be communicated to the recruiter at least 5 days prior to your original joining date. The new joining date must be a weekday (except Saturday & Sunday) and should be no later than 5 days from the joining date specified above.
- On your first day of employment, please report at 9:00 am to the Main Lobby located at PLOT NO.26, BLOCK-A, SECTOR-62, GAUTAM BUDH NAGAR, NOIDA - 201301. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have questions about your First Day Start Paperwork, send a mail to [pronboar@in.ibm.com](mailto:pronboar@in.ibm.com)

On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:



- Relieving document from most recent employer – Relieving letter or Service Certificate or Resignation acceptance email with last Working day (LWD) confirmation
- Passport and Pan card– If you do not have Passport or Pan card you need to bring one of the following IDs.
  - Voter ID card
  - Driving License
  - Aadhaar Card
  - Senior Secondary result/certificate with DOB and photo (for University hires only)
- In the absence of Passport and Pan card, apply for the same immediately and carry on one of the following as mentioned above to complete on boarding process.
- Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring the disability certificate as per the prescribed format, duly filled & signed.
- Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever.
- Valid Indian Work Permit, if applicable.
- Education documents (For University hires only) :- Degree certificate and all year mark sheets for the highest degree attained.

The other terms and conditions of the offer are as follows:

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- Your initial posting will be in Gurgaon . However, your services are transferable, and you may be assigned to any other department, location or office of IBM, a subsidiary, or associate company as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the work assigned to you. In such case, you will be governed by the policies of that location and role.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history.
- Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.



- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. The normal probation period is [6] months but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 90 day's notice or basic salary in lieu thereof.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.
- IBM encourages and fosters a culture of strong performance from its employees. Accordingly during your service with IBM, you will be required to comply with the following:
  - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
  - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.
  - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
  - You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
  - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
  - Your compliance with the above terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.



- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- You will, by default, be enrolled in IBM's Group Medclaim Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal, confidential and should not be disclosed to any person without IBM's prior written authorization.
- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you.
- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your service without notice or compensation.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com). To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) - which includes INR 50/- annual usage fee



at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.

- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to IBM, and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.
- This offer is contingent upon you being fully COVID-19 vaccinated when there is a requirement during your tenure at IBM. During the Onboarding process you will be asked to confirm your vaccination status and if not fully vaccinated you will be asked to provide a justification for the same. The specific procedure for you to submit your vaccination status and any justification for non-vaccination will be separately communicated to you. It is your responsibility to produce vaccination status or proof to any regulatory authorities if and when requested.





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ANNEXURE A

DATE	December 15, 2023		
NAME	Rishav Pandey	BAND	3
DESIGNATION	Process Associate	LOCATION	Gurgaon
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		180000	
2. Annual Flexible Benefit Plan (FBP)		120000	
<b>Annual Reference Salary</b>		<b>300000</b>	

3. Retirals	
a) Provident Fund (PF)	21600
b) Gratuity @ 4.8%	8640
Annual Reference Salary + Retirals	330240
4. Performance Linked Variable Pay	0 to 27600
<b>5. Annual Potential Compensation</b>	<b>Annual Reference Salary + Retirals + Performance Linked Variable Pay</b>

\*Company currently has performance linked variable pay program with performance measured against criteria announced at monthly or quarterly frequency. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

All salary components may be subject to restructuring or modification based on IBM policies.

OTHER BENEFITS:

- By default, you will be enrolled in the Group Medclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal



premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.

- Group Term Life and Accident Rider Coverage

OTHER COMMITMENTS/ CONDITIONS



The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By - IBM Authorized Signatory  
Talent Acquisition Leader ISA

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

SIGNATURE

-----

PRINTED NAME

-----

DATE OF JOINING

-----

DATE

-----

VERIFIED BY (FOR OFFICE USE ONLY - TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

-----

PRINTED NAME

-----

DATE

-----



**IBM CONFIDENTIAL**  
Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP is a basket of benefits that employees may avail for tax exemptions as per prevailing tax laws. Subject to availability of funds within FBP kitty, FBP will be split into Standard FBP (HRA, LTA and Conveyance allowance), and Optional FBP which will have components such as Meal Card, NPS. More details on the FBP policy will be available in the policy document once you join IBM.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

*\*For detailed information please refer to Company policies, which are subject to change from time to time.*



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### Other Benefits- Additional Information\*

#### Group Term Life Insurance Plan:

This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. The coverage is subject to completion of the Insurance Company's prescribed insurance underwriting procedure and awarding of coverage by the insurance company. Coverage applies world-wide, 24 hours a day.

#### Group Personal Accident Plan:

This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

#### Group Mediclaim Insurance Policy for Self and nuclear family (spouse and up to 4 children)

By default, you will be enrolled in the Group Medical Insurance Policy from the date of your joining with a family floater cover of INR 4 Lakh per year. As part of that, you can also enroll your immediate family (Spouse & up to Four Children) through our Third-Party Administrator's (TPA) website within 30 days of your joining. If you decide to avail medical insurance policy, there will be an applicable Co-share of premium deduction from your salary. If you wish not to be covered, you may choose to opt out within 30 days of joining. You have the option of enhancing this cover up to a maximum of INR 11 Lakh per year (incremental premium to be borne completely by employee).

You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual coverage basis and the premium incurred is to be borne by you.

Mid-term inclusion of only new born babies (within 45 days of the child birth) and newly married spouse (within 45 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable)

*\*Subject to enrolling the new dependent within 45 days from the date of event.*

All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

#### Critical Illness Buffer

This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse, or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is exhausted. This is subject to available Corporate Buffer and policy T&C.

#### Domiciliary Benefit

Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- ( at 50% Co-pay) is also provided to employees who participate in the Group Mediclaim Insurance Policy.

#### National Pension System (NPS)



NPS is a voluntary defined contribution-based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

#### Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

- a) in case of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressly given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.
- b) In case of any injury resulting in Death or permanent total disability.
- c) In case of occupational disease as defined under the Act.

*\* For detailed information, please refer the Company's Intranet. Company benefits, and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*

*\* IBM reserves the right, in its sole discretion, to amend, change, suspend, or terminate any benefit or other plan, program, practice or policy of IBM at any time. IBM does not have any obligation to, and nothing contained in these documents shall be construed as creating an express or implied obligation or promise on the part of IBM to, maintain, continue to offer, or make available such plans, programs, practices or policies.*



**IBM CONFIDENTIAL**

**ANNEXURE B - NON-DISCLOSURE AGREEMENT**

**Agreement Regarding Confidential Information, Intellectual Property, and Other Matters**

Serial # : \_\_\_\_\_ Date Of Hire : \_\_\_ / \_\_\_ / \_\_\_\_\_

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.



I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.

The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as "Excluded Developments"). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM's business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.





I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

If I do not have any Excluded Developments to declare I have left the following table blank or have written "None," "Non/Applicable," or a similar designation.

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM. I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment,



any personal information about others to which I may have access during my employment at IBM.

IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM's internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

9. The term "subsidiaries," as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

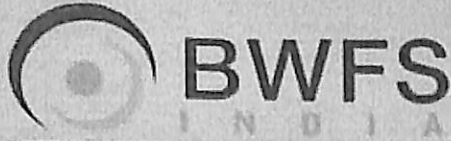
11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Employee's Full Name	Employee's Signature	Employee Serial No.	Date



LSN/DEL/07706

**Bird Worldwide Flight Services**

Date:- 25, April 2023

Mr. Sachin  
S/o Jeevan Lal  
Emp. Code: - DELS1923  
B-514 Second Floor,  
Dakshinpuri New Delhi Dr. Ambedkar Nagar,  
New Delhi-110062

Dear Mr. Sachin,

**Appointment letter**

Further to our discussions, I am pleased to offer you an appointment in our organization with effect from **1, July 2023** on the following terms and conditions:

- 1. Position Details:** You shall be designated as **Customer Service Agent in Pax Department** and shall be based at **New Delhi**. The specific nature of your role and duties to be performed by you will be communicated separately to you by your Department Head.
- 2. Compensation & Benefits:** Compensation and Benefits are detailed in Annexure attached herewith. The Company reserves the right to change the structure from time to time. You will be entitled to benefits such as Provident Fund and Gratuity in accordance with the laws of the country and / or as per company policy. Your individual remuneration is purely a matter between yourself and the Company and has been arrived on the basis of your job, skills specific background and professional merit. You will be expected to maintain this information and any changes made therein from time to time as personal and confidential. All forms of compensation referred to in this letter are subject to TDS as per law.
- 3. Accuracy and Validity of Particulars Submitted:** It is understood that this employment is being offered to you on basis of the particulars submitted by you. However, if at any time it should emerge that the particulars furnished by you as a part of the joining formalities are false, incorrect or inaccurate, or if any material or relevant information has been suppressed or concealed, this appointment would be considered ineffective and irregular and would be liable to be terminated for cause by the Company forthwith without notice. This will be without prejudice to the Right of the Company to take disciplinary action against you for the same.
- 4. Medical Fitness:** Your appointment and its continuation is subject to you being medically fit and capable of performing your duties as assigned by the company. The company reserves its right to ask you to undergo appropriate medical examination(s), as and when the Company deems it necessary, by a medical professional designated by the Company.
- 5. Transferability:** Your services are liable to be transferred to any other Departments/Divisions/Office of the company, anywhere in India or abroad. Notwithstanding your appointment in this company, your services may be assigned by the Company at the discretion of management to any other company/associate in consultation with you. You will be expected to attend the office during the working hours/shifts as determined by the needs of the business from time to time. The working hours/shift could change periodically depending on the needs of the operational business.

**BIRD WORLDWIDE FLIGHT SERVICES (INDIA) PVT. LTD.**  
E-9, Connaught House, Connaught Place  
New Delhi - 110 001 India

www.bird.in  
Tel:+91 11 2341 8199  
Fax:+91 11 2341 5679  
CIN: U62200DL2008PTC184155

