

- a. The Provident Fund Scheme and other retirement schemes, if any. The Company will contribute 12% of your basic salary per month as its contribution and an equal amount will be deducted from your payroll as your contribution towards this fund as per the Provident Fund Act, 1952.
 - b. Medical Hospitalisation Scheme, as applicable
 - c. Group Term Insurance plan, as applicable
 - d. Gratuity - You will be entitled to gratuity as per 'Payment of Gratuity Act, 1972'.
 - e. Employees State Insurance Corporation - You will be entitled to the benefits under Employees State Insurance Corporation Act, 1948 depending on your eligibility.
4. The Company in line with its business requirement or based on your performance as applicable to you from time to time reserves the right in its sole discretion to effect change in the compensation structure or its components.
 5. All matters pertaining to compensation on your joining or thereafter is to be maintained under strict confidentiality and not shared with any third party.

Probation Period

6. You will be on probation for a period of twelve (12) months from the date of your joining the Company, which may be extended incase it is found necessary by the Company. You will continue to be on probation unless specifically confirmed in writing.

Your confirmation in the Company would be based on your performance, which would be evaluated at the end of 6th (Sixth) and 12th (twelfth) month from the date of your joining or at the end of extension period. While on probation, your services can be terminated at any time by either party, with notice of 15 days without assigning any reason whatsoever. However, to mitigate organizational risks, if any, the company's decision will be final and binding in this regards.

Transfer

7. Although you are initially appointed at our Bangalore - Yelahanka, the Company may at its discretion transfer your services either temporarily or permanently to any other location or department of the Company or to any of its affiliates, subsidiaries, or any of their branches and you shall comply with all directions and instructions in that behalf. While on your transfer, you will be governed by the rules, regulations and conditions of service as applicable.

Leave

8. You will be eligible for leave as per the rules of the Company applicable from time to time.

Retirement

9. You will automatically retire on attaining the age of 58 years and that no further notice whatsoever to you will be necessary in this regard. The last day of the month when you attain the age of 58 years would be considered as your relieving date.

Conflict of interest

HDFC Life Insurance Company Limited

Corporate & Registered Office:

13th Floor, Lodha Excelus, Apollo Mills Compound,

N. M. Joshi Marg, Mahalaxmi, Mumbai - 400 011.

CIN: L65110MH2000PLC128245

+91 22 6751 6666

1860-267-9999

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10. Whilst in the employment of the Company, you shall engage yourself exclusively in the work assigned to you by the Company and shall not take up any independent or individual assignments whether on part time or full time basis or in an advisory capacity either directly or indirectly.
11. On your joining and during the course of your employment with the Company, you will relinquish all your previous interest, if any, either as a licensed agent or distribution agency of any other form with any other company, institution, firm, individual either in the same line of business or otherwise.
12. You will always maintain utmost confidentiality and shall not either during your engagement with the Company or thereafter, divulge to any person whatsoever any records, documents, formulae, processes, methods ideas or any other information or communication whether written, visual or oral and whether or not marked as confidential, concerning the business and affairs of the Company or any of its dealings, transactions which come to your knowledge during the course of your employment, or use any of the same for your own benefit.
13. Whilst in employment of the Company, you shall at all times whether or not you have any financial interest or otherwise either directly or indirectly, keep the Company disclosed fully of any conflicting business interest of your immediate relatives, if any, associated with the Company either as employee, distribution agent or otherwise.
14. Any invention, improvement, or idea conceived by you in connection with your employment with the Company, shall become the Company's exclusive property. For the purpose of this section / point, the Company shall in addition to (HDFC Life Insurance Company Limited) mean and include any other firm, person or company subsidiary to or affiliated with the Company.
15. Unless specifically authorized by the proper authority within the Company, you will not engage or represent the Company, whether in person or by way of any written document and, in any manner.
16. During the course of your employment you will be required to abide by governing laws, applicable rules and regulations and maintain highest standard of personal conduct and integrity and comply with all policies and procedures of the Company. Any breach, deviation, disobedience of code of conduct/procedures/policies/laws/regulations including but not restricted to any acts of insubordination, negligence, corruption, fraud, forgery, misappropriation and unacceptable behaviour, which bring disrepute to the Company either within or outside the Company premises would warrant stern disciplinary action, including dismissal from services of the Company without notice or wages in lieu of notice.

Notice Period on confirmation

17. This engagement may be terminated by either party by giving to the other, at any time, notice of thirty days in writing. In case of an ongoing internal investigation(s) / proceeding(s) against you, the Company has the right to extend your last working date, till the completion of said investigation(s) / proceeding(s). To mitigate the exigencies of the business and the possible risks, the decision of the Company will be final regarding the relieving date. In case the relieving date decided is short of the notice period, you will be bound to pay the notice period amount calculated on your last drawn salary. In case the Company decides to relieve you early, the Company will bear the notice period amount calculated on your last drawn basic pay. If you fail to report to duty till your last working date (as decided by the Company, except with prior approved leaves), your separation will be treated as per the abandonment clause(s).

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18. Notwithstanding anything contained herein, your employment with the Company shall stand terminated forthwith without any notice or payment in lieu of notice on account of:
- breach of governing laws, applicable rules and regulations;
 - breach of applicable Company policies, procedure or code of conduct whether express or implied;
 - performance below defined targets as applicable from time to time;
 - any act/s which is/are regarded as breach to the interest of the Company.

Others terms and condition

19. Whilst in the employment of the Company you are required to effectively carry out all duties and responsibilities assigned to you. Disrespect for other employees, insubordination or flouting Company policies will not be tolerated.
20. You will be bound by all the existing rules and regulations as framed by the Company and those as enforced by the regulator in the insurance industry from time to time.
21. You are required to provide all the necessary documents/ evidence required on the information furnished by you while seeking employment and as required under the rules and regulations of the Company.
22. We believe that you have not made any false declaration or willfully suppressed any material information. Accordingly, the offer of appointment is made relying upon information furnished and representation made by you. However, the offer of appointment is subject to reference and background check to be conducted by the Company at its discretion at any point of time during the course of your employment. If for any reason it is found that the reference or background check is negative or detrimental to the interest of the Company as determined by the Company, in its sole discretion, the Company is entitled to terminate your services at any time during or even after completion of the probation period with immediate effect without notice or any salary in lieu of notice.
23. If for any reason, you remain absent/abstain from duty for a continuous period of seven (7) days without pre-approved leave or without intimating and obtaining the prior approval of your manager/immediate superior, or if you remain absent/abstain from duty for a period of seven (7) days beyond the period of leave originally granted without intimation or without obtaining the approval of your manager/immediate superior, it would be treated as abandonment of service and you will be deemed to have voluntarily abandoned your service without notice. The Company / employer would not be responsible for any further intimation towards such separation / abandonment of service nor any compensation or any full and final settlement payouts towards the same.
24. In case your employment with the Company is discontinued for any reason within 30 days from the date of joining, you will not be eligible for payment of dues or any other benefit from the Company on account of the expenses incurred by HDFC Life towards on-boarding activities.
25. It will be your sole responsibility to inform the Company in writing of any change in your address, failing which any communication sent to you in the address last stated by you shall be deemed to be validly served on you.
26. On your joining, you will be required to undergo a Regional Induction program as per policy at the Specified Regional location as communicated by the Regional Human Resources Manager, designated to your location. In case you are required to travel and stay at another location other than your base location for your induction, you will be eligible for training allowance as per Company Policy or basis exception approval.

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27. Whilst in the employment of the Company and for a period of three (3) months thereafter your salary bank account as reflected on the Company's records, may be subject to audit at any point of time. By signing this letter, you hereby authorize and provide to the Company an irrevocable right to access your salary bank account for audit purposes during the period specified herein. Failure in providing these details may lead to disciplinary action.
28. Employee will have to raise resignation only through Employee Self Service (ESS). Resignation through any other mode except ESS will not be considered.
29. As an active frontline sales employee, you are expected to purchase a Tablet to conduct business. You shall provide an undertaking in favor of the Company for the purchase of the tablet in the format set out in Annexure-2.
30. You will need to open a bank account with our banking partner for salary and reimbursement purposes; in case you have an existing account with the partner, you may choose to convert it to salary account or open a separate account for the same. Failure to do so will result in salary and reimbursements being kept on-hold, for such period of time, till the bank account is opened with the banking partner.

Management reserves the right to effect change in any of the above clauses and the same will be communicated to you through SAP or other communication channels as prevalent. All policies referred in the letter are available on company's intranet page. If you are agreeable to the above mentioned terms and conditions, please acknowledge your acceptance by signing the duplicate copy of this letter and duly signed undertaking as set out in Annexure-2.

We look forward to a mutually rewarding relationship.

For & on behalf of

HDFC Life Insurance Co. Ltd.



Mr Sushil Chander
VP - Human Resources

I agree to and accept all the above terms and conditions.

Candidate Signature

HDFC Life Insurance Company Limited

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REGISTRAR

REGISTRAR
BANGALORE



Annexure-1

Date: Thursday, 27 May, 2022
 Name: Utheerna D U
 Designation: Executive Trainee
 Location: Bangalore -
 Yelahanka Band: J2

CTC STRUCTURE		
COMPONENT	Per Annum	Per Month
(I) Fixed Pay		
Basic	115500	9625
House Rent Allowance	69300	5775
Other Allowance	87392	7283
Tablet Allowance	12000	1000
Bonus	24000	2000
Monthly Gross		25683
(II) Retirals & Other Benefits		
Provident Fund	21600	
Gratuity	5582	
Flexi Pay	41225	
(III) Valued Benefits		
Group Insurance Benefit	8400	
Group Term Insurance Cover	1200000	
Mediclaim	200000	
Total Fixed CTC	385000	
(IV) Variable Pay		
Variabile Pay for Performance	40000	
Total Cost to Company	425000	

Variable Pay for Performance (VPP) is subject to your achieving a rating of "3-Meets Expectations" and above. The rating is assigned to an individual, on successful completion of the Executive Trainee Program (12 m), basis actual performance against the defined targets.

FLEXI ANNEXURE		
COMPONENT	Per Annum	Per Month
FLEXI		
LTA (Leave Travel Allowance)	9625	0
Fuel and driver	21600	0
Children Education Allowance	2400	0
Mobile Handset Allowance	10000	0
NPS(National Pension Scheme)	11550	0

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Other Eligibilities

On appointment you will be covered under the Group Term insurance as per Company policy.
You will be eligible to be enrolled into sales incentive schemes as and when announced by the Company.

Note: The Bonus/Advance Bonus component shown above would be paid as part of monthly salary. All payments made towards Bonus / Sales incentives/VPP paid will be in accordance with the Payment of Bonus Act.

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Annexure-2

Undertaking

Date: Thursday, 27 May, 2022

Name: Utheerna D U

Designation: Executive Trainee

Location: Bangalore - Yelahanka

Band: J2

I, Utheerna D U, the undersigned hereby undertake to buy the prescribed electronic tablet - Samsung Galaxy Tab Iris Model No. SM-T116IR within 30 days of joining, or on receipt of first month salary, whichever is earlier.

I understand and acknowledge that failure to comply with this undertaking may result in appropriate disciplinary actions being taken against me by the Company, including but not limited to loss of pay.

Name: Utheerna D U

Date:

Candidate Signature

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Date: Thursday, 27 May, 2022

Vinutha T N

Tharahunase village and post

Jala hobli Bangalore north ,

Karnataka, 562157, India

Subject: Offer-cum-appointment letter

Dear Vinutha T N,

With reference to your application and the subsequent interview, we are pleased to offer you a promising career with us. Your appointment with HDFC Life Insurance Company Limited ("Company") will be subject to your agreement/acceptance of the terms and conditions as defined therein, else the letter shall automatically stand invalidated without any further obligation on the part of the Company. The details of the terms and conditions are as mentioned below:-

Designation - Executive Trainee

Department - Bancassurance

Organizational Band/ Grade - J2

Location - Bangalore - Yelahanka

Date of Joining - Within 15 days of

Job Detail:

Although your normal work will consist of the duties and business targets as assigned to you from time to time, which shall be achieved by you to the satisfaction of the Company; you may at any time be called upon to discharge any other duties which in the opinion of the Company are within capacity to discharge and you will forthwith undertake to discharge those duties with diligence and care.

Compensation & other Benefits

1. Your annual emoluments will be **4,25,000** per annum on Cost to Company basis. The brief details of which are shown in Annexure-1. The Company will deduct taxes and other statutory dues as may be applicable from time to time from the remuneration payable to you.
2. Your Variable Pay for performance (VPP) is subject to your individual performance as well as Company's performance (as declared by the Company from time to time).
3. Based on your grade entitlement and as per the rules and policies determined by the Company from time to time, you will participate in :-

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- a. The Provident Fund Scheme and other retirement schemes, if any. The Company will contribute 12% of your basic salary per month as its contribution and an equal amount will be deducted from your payroll as your contribution towards this fund as per the Provident Fund Act, 1952.
 - b. Medical Hospitalisation Scheme, as applicable
 - c. Group Term Insurance plan, as applicable
 - d. Gratuity - You will be entitled to gratuity as per 'Payment of Gratuity Act, 1972'.
 - e. Employees State Insurance Corporation - You will be entitled to the benefits under Employees State Insurance Corporation Act, 1948 depending on your eligibility.
4. The Company in line with its business requirement or based on your performance as applicable to you from time to time reserves the right in its sole discretion to effect change in the compensation structure or its components.
 5. All matters pertaining to compensation on your joining or thereafter is to be maintained under strict confidentiality and not shared with any third party.

Probation Period

6. You will be on probation for a period of twelve (12) months from the date of your joining the Company, which may be extended incase it is found necessary by the Company. You will continue to be on probation unless specifically confirmed in writing.

Your confirmation in the Company would be based on your performance, which would be evaluated at the end of 6th (Sixth) and 12th (twelfth) month from the date of your joining or at the end of extension period. While on probation, your services can be terminated at any time by either party, with notice of 15 days without assigning any reason whatsoever. However, to mitigate organizational risks, if any, the company's decision will be final and binding in this regards.

Transfer

7. Although you are initially appointed at our Bangalore - Yelahanka, the Company may at its discretion transfer your services either temporarily or permanently to any other location or department of the Company or to any of its affiliates, subsidiaries, or any of their branches and you shall comply with all directions and instructions in that behalf. While on your transfer, you will be governed by the rules, regulations and conditions of service as applicable.

Leave

8. You will be eligible for leave as per the rules of the Company applicable from time to time.

Retirement

9. You will automatically retire on attaining the age of 58 years and that no further notice whatsoever to you will be necessary in this regard. The last day of the month when you attain the age of 58 years would be considered as your relieving date.

Conflict of interest

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11. On your joining and during the course of your employment with the Company, you will relinquish all your previous interest, if any, either as a licensed agent or distribution agency of any other form with any other company, institution, firm, individual either in the same line of business or otherwise.
12. You will always maintain utmost confidentiality and shall not either during your engagement with the Company or thereafter, divulge to any person whatsoever any records, documents, formulae, processes, methods ideas or any other information or communication whether written, visual or oral and whether or not marked as confidential, concerning the business and affairs of the Company or any of its dealings, transactions which come to your knowledge during the course of your employment, or use any of the same for your own benefit.
13. Whilst in employment of the Company, you shall at all times whether or not you have any financial interest or otherwise either directly or indirectly, keep the Company disclosed fully of any conflicting business interest of your immediate relatives, if any, associated with the Company either as employee, distribution agent or otherwise.
14. Any invention, improvement, or idea conceived by you in connection with your employment with the Company, shall become the Company's exclusive property. For the purpose of this section / point, the Company shall in addition to (HDFC Life Insurance Company Limited) mean and include any other firm, person or company subsidiary to or affiliated with the Company.
15. Unless specifically authorized by the proper authority within the Company, you will not engage or represent the Company, whether in person or by way of any written document and, in any manner.
16. During the course of your employment you will be required to abide by governing laws, applicable rules and regulations and maintain highest standard of personal conduct and integrity and comply with all policies and procedures of the Company. Any breach, deviation, disobedience of code of conduct/procedures/policies/laws/regulations including but not restricted to any acts of insubordination, negligence, corruption, fraud, forgery, misappropriation and unacceptable behaviour, which bring disrepute to the Company either within or outside the Company premises would warrant stern disciplinary action, including dismissal from services of the Company without notice or wages in lieu of notice.

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17. This engagement may be terminated by either party by giving to the other, at any time, notice of thirty days in writing. In case of an ongoing internal investigation(s) / proceeding(s) against you, the Company has the right to extend your last working date, till the completion of said investigation(s) / proceeding(s). To mitigate the exigencies of the business and the possible risks, the decision of the Company will be final regarding the relieving date. In case the relieving date decided is short of the notice period, you will be bound to pay the notice period amount calculated on your last drawn salary. In case the Company decides to relieve you early, the Company will bear the notice period amount calculated on your last drawn basic pay. If you fail to report to duty till your last working date (as decided by the Company, except with prior approved leaves), your separation will be treated as per the abandonment clause(s).

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18. Notwithstanding anything contained herein, your employment with the Company shall stand terminated forthwith without any notice or payment in lieu of notice on account of:
- breach of governing laws, applicable rules and regulations;
 - breach of applicable Company policies, procedure or code of conduct whether express or implied;
 - performance below defined targets as applicable from time to time;
 - any act/s which is/are regarded as breach to the interest of the Company.

Others terms and condition

19. Whilst in the employment of the Company you are required to effectively carry out all duties and responsibilities assigned to you. Disrespect for other employees, insubordination or flouting Company policies will not be tolerated.
20. You will be bound by all the existing rules and regulations as framed by the Company and those as enforced by the regulator in the insurance industry from time to time.
21. You are required to provide all the necessary documents/ evidence required on the information furnished by you while seeking employment and as required under the rules and regulations of the Company.
22. We believe that you have not made any false declaration or willfully suppressed any material information. Accordingly, the offer of appointment is made relying upon information furnished and representation made by you. However, the offer of appointment is subject to reference and background check to be conducted by the Company at its discretion at any point of time during the course of your employment. If for any reason it is found that the reference or background check is negative or detrimental to the interest of the Company as determined by the Company, in its sole discretion, the Company is entitled to terminate your services at any time during or even after completion of the probation period with immediate effect without notice or any salary in lieu of notice.
23. If for any reason, you remain absent/abstain from duty for a continuous period of seven (7) days without pre-approved leave or without intimating and obtaining the prior approval of your manager/immediate superior, or if you remain absent/abstain from duty for a period of seven (7) days beyond the period of leave originally granted without intimation or without obtaining the approval of your manager/immediate superior, it would be treated as abandonment of service and you will be deemed to have voluntarily abandoned your service without notice. The Company / employer would not be responsible for any further intimation towards such separation / abandonment of service nor any compensation or any full and final settlement payouts towards the same.
24. In case your employment with the Company is discontinued for any reason within 30 days from the date of joining, you will not be eligible for payment of dues or any other benefit from the Company on account of the expenses incurred by HDFC Life towards on-boarding activities.
25. It will be your sole responsibility to inform the Company in writing of any change in your address, failing which any communication sent to you in the address last stated by you shall be deemed to be validly served on you.
26. On your joining, you will be required to undergo a Regional Induction program as per policy at the Specified Regional location as communicated by the Regional Human Resources Manager, designated to your location. In case you are required to travel and stay at another location other than your base location for your induction, you will be eligible for training allowance as per Company Policy or basis exception approval.

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28. Employee will have to raise resignation only through Employee Self Service (ESS). Resignation through any other mode except ESS will not be considered.
29. As an active frontline sales employee, you are expected to purchase a Tablet to conduct business. You shall provide an undertaking in favor of the Company for the purchase of the tablet in the format set out in Annexure-2.
30. You will need to open a bank account with our banking partner for salary and reimbursement purposes; in case you have an existing account with the partner, you may choose to convert it to salary account or open a separate account for the same. Failure to do so will result in salary and reimbursements being kept on-hold, for such period of time, till the bank account is opened with the banking partner.

Management reserves the right to effect change in any of the above clauses and the same will be communicated to you through SAP or other communication channels as prevalent. All policies referred in the letter are available on company's intranet page. If you are agreeable to the above mentioned terms and conditions, please acknowledge your acceptance by signing the duplicate copy of this letter and duly signed undertaking as set out in Annexure-2.

We look forward to a mutually rewarding relationship.

For & on behalf of

HDFC Life Insurance Co. Ltd.



Mr Sushil Chander
VP - Human Resources

I agree to and accept all the above terms and conditions.

Candidate Signature

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REGISTRAR

REGISTRAR
BANGALORE



Annexure-1

Date: Thursday, 27 May, 2022
 Name: Vinutha T N
 Designation: Executive Trainee
 Location: Bangalore - Yelahanka
 Band: J2

CTC STRUCTURE		
COMPONENT	Per Annum	Per Month
(I) Fixed Pay		
Basic	115500	9625
House Rent Allowance	69300	5775
Other Allowance	87392	7283
Tablet Allowance	12000	1000
Bonus	24000	2000
Monthly Gross		25683
(II) Retirals & Other Benefits		
Provident Fund	21600	
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Group Insurance Benefit	8400	
Group Term Insurance Cover	1200000	
Mediclaim	200000	
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(IV) Variable Pay		
Variabile Pay for Performance	40000	
Total Cost to Company	425000	

Variable Pay for Performance (VPP) is subject to your achieving a rating of "3-Meets Expectations" and above. The rating is assigned to an individual, on successful completion of the Executive Trainee Program (12 m), basis actual performance against the defined targets.

FLEXI ANNEXURE		
COMPONENT	Per Annum	Per Month
FLEXI		
LTA (Leave Travel Allowance)	9625	0
Fuel and driver	21600	0
Children Education Allowance	2400	0
Mobile Handset Allowance	10000	0
NPS(National Pension Scheme)	11550	0

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On appointment you will be covered under the Group Term insurance as per Company policy.
You will be eligible to be enrolled into sales incentive schemes as and when announced by the Company.

Note: The Bonus/Advance Bonus component shown above would be paid as part of monthly salary. All payments made towards Bonus / Sales incentives/VPP paid will be in accordance with the Payment of Bonus Act.

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+91 22 6751 6666

1860-267-9999

Available Mon-Sat from 10am to 7 pm (Local Charges apply)
DO NOT prefix any country code e.g. +91 or 00.

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Annexure-2

Undertaking

Date: Thursday, 27 May, 2022

Name: Vinutha T N

Designation: Executive Trainee

Location: Bangalore - Yelahanka

Band: J2

I, Vinutha T N, the undersigned hereby undertake to buy the prescribed electronic tablet - Samsung Galaxy Tab Iris Model No. SM-T116IR within 30 days of joining, or on receipt of first month salary, whichever is earlier.

I understand and acknowledge that failure to comply with this undertaking may result in appropriate disciplinary actions being taken against me by the Company, including but not limited to loss of pay.

Name: Vinutha T N

Date:

Candidate Signature

HDFC Life Insurance Company Limited

Corporate & Registered Office:

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Date: Thursday, 27 May, 2022

Varun
#64 khasbagh, near railway station road
Doddaballapur
Bangalore rural Karnataka, 561203, India

Subject: Offer-cum-appointment letter

Dear Varun,

With reference to your application and the subsequent interview, we are pleased to offer you a promising career with us. Your appointment with HDFC Life Insurance Company Limited ("Company") will be subject to your agreement/acceptance of the terms and conditions as defined therein, else the letter shall automatically stand invalidated without any further obligation on the part of the Company. The details of the terms and conditions are as mentioned below:-

Designation - Executive Trainee

Department - Bancassurance

Organizational Band/ Grade - J2

Location - Bangalore - Yelahanka

Date of Joining - Within 15 days of

Job Detail:

Although your normal work will consist of the duties and business targets as assigned to you from time to time, which shall be achieved by you to the satisfaction of the Company; you may at any time be called upon to discharge any other duties which in the opinion of the Company are within capacity to discharge and you will forthwith undertake to discharge those duties with diligence and care.

Compensation & other Benefits

1. Your annual emoluments will be **4,25,000** per annum on Cost to Company basis. The brief details of which are shown in Annexure-1. The Company will deduct taxes and other statutory dues as may be applicable from time to time from the remuneration payable to you.
2. Your Variable Pay for performance (VPP) is subject to your individual performance as well as Company's performance (as declared by the Company from time to time).
3. Based on your grade entitlement and as per the rules and policies determined by the Company from time to time, you will participate in :-

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- a. The Provident Fund Scheme and other retirement schemes, if any. The Company will contribute 12% of your basic salary per month as its contribution and an equal amount will be deducted from your payroll as your contribution towards this fund as per the Provident Fund Act, 1952.
 - b. Medical Hospitalisation Scheme, as applicable
 - c. Group Term Insurance plan, as applicable
 - d. Gratuity - You will be entitled to gratuity as per 'Payment of Gratuity Act, 1972'.
 - e. Employees State Insurance Corporation - You will be entitled to the benefits under Employees State Insurance Corporation Act, 1948 depending on your eligibility.
4. The Company in line with its business requirement or based on your performance as applicable to you from time to time reserves the right in its sole discretion to effect change in the compensation structure or its components.
 5. All matters pertaining to compensation on your joining or thereafter is to be maintained under strict confidentiality and not shared with any third party.

Probation Period

6. You will be on probation for a period of twelve (12) months from the date of your joining the Company, which may be extended incase it is found necessary by the Company. You will continue to be on probation unless specifically confirmed in writing.

Your confirmation in the Company would be based on your performance, which would be evaluated at the end of 6th (Sixth) and 12th (twelfth) month from the date of your joining or at the end of extension period. While on probation, your services can be terminated at any time by either party, with notice of 15 days without assigning any reason whatsoever. However, to mitigate organizational risks, if any, the company's decision will be final and binding in this regards.

Transfer

7. Although you are initially appointed at our Bangalore - Yelahanka, the Company may at its discretion transfer your services either temporarily or permanently to any other location or department of the Company or to any of its affiliates, subsidiaries, or any of their branches and you shall comply with all directions and instructions in that behalf. While on your transfer, you will be governed by the rules, regulations and conditions of service as applicable.

Leave

8. You will be eligible for leave as per the rules of the Company applicable from time to time.

Retirement

9. You will automatically retire on attaining the age of 58 years and that no further notice whatsoever to you will be necessary in this regard. The last day of the month when you attain the age of 58 years would be considered as your relieving date.

Conflict of interest

HDFC Life Insurance Company Limited

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10. Whilst in the employment of the Company, you shall engage yourself exclusively in the work assigned to you by the Company and shall not take up any independent or individual assignments whether on part time or full time basis or in an advisory capacity either directly or indirectly.
11. On your joining and during the course of your employment with the Company, you will relinquish all your previous interest, if any, either as a licensed agent or distribution agency of any other form with any other company, institution, firm, individual either in the same line of business or otherwise.
12. You will always maintain utmost confidentiality and shall not either during your engagement with the Company or thereafter, divulge to any person whatsoever any records, documents, formulae, processes, methods ideas or any other information or communication whether written, visual or oral and whether or not marked as confidential, concerning the business and affairs of the Company or any of its dealings, transactions which come to your knowledge during the course of your employment, or use any of the same for your own benefit.
13. Whilst in employment of the Company, you shall at all times whether or not you have any financial interest or otherwise either directly or indirectly, keep the Company disclosed fully of any conflicting business interest of your immediate relatives, if any, associated with the Company either as employee, distribution agent or otherwise.
14. Any invention, improvement, or idea conceived by you in connection with your employment with the Company, shall become the Company's exclusive property. For the purpose of this section / point, the Company shall in addition to (HDFC Life Insurance Company Limited) mean and include any other firm, person or company subsidiary to or affiliated with the Company.
15. Unless specifically authorized by the proper authority within the Company, you will not engage or represent the Company, whether in person or by way of any written document and, in any manner.
16. During the course of your employment you will be required to abide by governing laws, applicable rules and regulations and maintain highest standard of personal conduct and integrity and comply with all policies and procedures of the Company. Any breach, deviation, disobedience of code of conduct/procedures/policies/laws/regulations including but not restricted to any acts of insubordination, negligence, corruption, fraud, forgery, misappropriation and unacceptable behaviour, which bring disrepute to the Company either within or outside the Company premises would warrant stern disciplinary action, including dismissal from services of the Company without notice or wages in lieu of notice.

Notice Period on confirmation

17. This engagement may be terminated by either party by giving to the other, at any time, notice of thirty days in writing. In case of an ongoing internal investigation(s) / proceeding(s) against you, the Company has the right to extend your last working date, till the completion of said investigation(s) / proceeding(s). To mitigate the exigencies of the business and the possible risks, the decision of the Company will be final regarding the relieving date. In case the relieving date decided is short of the notice period, you will be bound to pay the notice period amount calculated on your last drawn salary. In case the Company decides to relieve you early, the Company will bear the notice period amount calculated on your last drawn basic pay. If you fail to report to duty till your last working date (as decided by the Company, except with prior approved leaves), your separation will be treated as per the abandonment clause(s).

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18. Notwithstanding anything contained herein, your employment with the Company shall stand terminated forthwith without any notice or payment in lieu of notice on account of:
- breach of governing laws, applicable rules and regulations;
 - breach of applicable Company policies, procedure or code of conduct whether express or implied;
 - performance below defined targets as applicable from time to time;
 - any act/s which is/are regarded as breach to the interest of the Company.

Others terms and condition

19. Whilst in the employment of the Company you are required to effectively carry out all duties and responsibilities assigned to you. Disrespect for other employees, insubordination or flouting Company policies will not be tolerated.
20. You will be bound by all the existing rules and regulations as framed by the Company and those as enforced by the regulator in the insurance industry from time to time.
21. You are required to provide all the necessary documents/ evidence required on the information furnished by you while seeking employment and as required under the rules and regulations of the Company.
22. We believe that you have not made any false declaration or willfully suppressed any material information. Accordingly, the offer of appointment is made relying upon information furnished and representation made by you. However, the offer of appointment is subject to reference and background check to be conducted by the Company at its discretion at any point of time during the course of your employment. If for any reason it is found that the reference or background check is negative or detrimental to the interest of the Company as determined by the Company, in its sole discretion, the Company is entitled to terminate your services at any time during or even after completion of the probation period with immediate effect without notice or any salary in lieu of notice.
23. If for any reason, you remain absent/abstain from duty for a continuous period of seven (7) days without pre-approved leave or without intimating and obtaining the prior approval of your manager/immediate superior, or if you remain absent/abstain from duty for a period of seven (7) days beyond the period of leave originally granted without intimation or without obtaining the approval of your manager/immediate superior, it would be treated as abandonment of service and you will be deemed to have voluntarily abandoned your service without notice. The Company / employer would not be responsible for any further intimation towards such separation / abandonment of service nor any compensation or any full and final settlement payouts towards the same.
24. In case your employment with the Company is discontinued for any reason within 30 days from the date of joining, you will not be eligible for payment of dues or any other benefit from the Company on account of the expenses incurred by HDFC Life towards on-boarding activities.
25. It will be your sole responsibility to inform the Company in writing of any change in your address, failing which any communication sent to you in the address last stated by you shall be deemed to be validly served on you.
26. On your joining, you will be required to undergo a Regional Induction program as per policy at the Specified Regional location as communicated by the Regional Human Resources Manager, designated to your location. In case you are required to travel and stay at another location other than your base location for your induction, you will be eligible for training allowance as per Company Policy or basis exception approval.

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27. Whilst in the employment of the Company and for a period of three (3) months thereafter your salary bank account as reflected on the Company's records, may be subject to audit at any point of time. By signing this letter, you hereby authorize and provide to the Company an irrevocable right to access your salary bank account for audit purposes during the period specified herein. Failure in providing these details may lead to disciplinary action.
28. Employee will have to raise resignation only through Employee Self Service (ESS). Resignation through any other mode except ESS will not be considered.
29. As an active frontline sales employee, you are expected to purchase a Tablet to conduct business. You shall provide an undertaking in favor of the Company for the purchase of the tablet in the format set out in Annexure-2.
30. You will need to open a bank account with our banking partner for salary and reimbursement purposes; in case you have an existing account with the partner, you may choose to convert it to salary account or open a separate account for the same. Failure to do so will result in salary and reimbursements being kept on-hold, for such period of time, till the bank account is opened with the banking partner.

Management reserves the right to effect change in any of the above clauses and the same will be communicated to you through SAP or other communication channels as prevalent. All policies referred in the letter are available on company's intranet page. If you are agreeable to the above mentioned terms and conditions, please acknowledge your acceptance by signing the duplicate copy of this letter and duly signed undertaking as set out in Annexure-2.

We look forward to a mutually rewarding relationship.

For & on behalf of

HDFC Life Insurance Co. Ltd.



Mr Sushil Chander
VP - Human Resources

I agree to and accept all the above terms and conditions.

Candidate Signature

HDFC Life Insurance Company Limited

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REGISTRAR

REGISTRAR
BANGALORE



Annexure-1

Date: Thursday, 27 May, 2022
 Name: Varun
 Designation: Executive Trainee
 Location: Bangalore - Yelahanka
 Band: J2

CTC STRUCTURE		
COMPONENT	Per Annum	Per Month
(I) Fixed Pay		
Basic	115500	9625
House Rent Allowance	69300	5775
Other Allowance	87392	7283
Tablet Allowance	12000	1000
Bonus	24000	2000
Monthly Gross		25683
(II) Retirals & Other Benefits		
Provident Fund	21600	
Gratuity	5582	
Flexi Pay	41225	
(III) Valued Benefits		
Group Insurance Benefit	8400	
Group Term Insurance Cover	1200000	
Mediclaim	200000	
Total Fixed CTC	385000	
(IV) Variable Pay		
Variabile Pay for Performance	40000	
Total Cost to Company	425000	

Variable Pay for Performance (VPP) is subject to your achieving a rating of "3-Meets Expectations" and above. The rating is assigned to an individual, on successful completion of the Executive Trainee Program (12 m), basis actual performance against the defined targets.

FLEXI ANNEXURE		
COMPONENT	Per Annum	Per Month
FLEXI		
LTA (Leave Travel Allowance)	9625	0
Fuel and driver	21600	0
Children Education Allowance	2400	0
Mobile Handset Allowance	10000	0
NPS(National Pension Scheme)	11550	0

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Other Eligibilities

On appointment you will be covered under the Group Term insurance as per Company policy.
You will be eligible to be enrolled into sales incentive schemes as and when announced by the Company.

Note: The Bonus/Advance Bonus component shown above would be paid as part of monthly salary. All payments made towards Bonus / Sales incentives/VPP paid will be in accordance with the Payment of Bonus Act.

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Annexure-2

Undertaking

Date: Thursday, 27 May, 2022

Name: Varun

Designation: Executive Trainee

Location: Bangalore - Yelahanka

Band: J2

I, Varun, the undersigned hereby undertake to buy the prescribed electronic tablet - Samsung Galaxy Tab Iris Model No. SM-T116IR within 30 days of joining, or on receipt of first month salary, whichever is earlier.

I understand and acknowledge that failure to comply with this undertaking may result in appropriate disciplinary actions being taken against me by the Company, including but not limited to loss of pay.

Name: Varun

Date:

Candidate Signature

HDFC Life Insurance Company Limited

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WINSPARK INNOVATIONS LEARNING PVT LTD.
1108-1109, 11th floor, JMD Megapolis, Sohna Road, Gurgaon
<http://www.planetspark.in>

Offer Letter

Date: 05/01/2022

To HIMANSHU SINGH

Employee Code: _ PS006970

Dear HIMANSHU,

Sub: Offer Letter

We are pleased to appoint you in our organization as a **Business Development Counsellor** with effect from **22nd February 2022**. You will be based out of PlanetSpark office at 1108-1109, 11th Floor.JMD Megapolis, Sohna Road, Gurgaon.

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

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

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

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

We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey towards sparking the joy of learning in every child in India. We assure you of our support for your professional development and growth.

Yours truly,

For WINSPARK INNOVATIONS LEARNING PRIVATE LIMITED.

AUTHORIZED SIGNATORY

Encl.: As above


REGISTRAR


Annexure – A

Emoluments can be bifurcated as under:

Particulars	Monthly	Yearly
Basic Pay	18400	220800
House Rent Allowance	9200	110400
Conveyance Allowance	2000	24000
Supplementary Allowance	7000	84000
Gross Salary	36600	439200
*Performance Linked Incentive based on Individual Target	20000	240000
Employer PF Contribution	1800	21600
Total CTC		700,800

During first month fixed component will be 25000 INR, including PF and second month onwards CTC will be revised according to annexure A.

Annexure – B

1. Personal Particulars:

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

2. Probation

You will be in probation period of 21 days from the date of joining and will not be confirmed if you are unable to get license to sell i.e. successfully complete the training within 21 days of joining.

3. Nature of Work:

You will work at high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities within **Business Development Counsellor** will be assigned and explained to you from time to time.

4. Training:

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the company's expense.

5. Intellectual Property Right:

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process/method likely to result in more efficient operation of any of the activities of the company, the company shall be entitled to use and utilize such improvement and you shall assign all rights thereof to the company for the purpose of seeking any patent rights or for any other purpose. The company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of association with the company including but not limited to the creative concept.



that you may develop during your association with the company.

6. Secrecy/Confidentiality:

You will not during the course of your employment with the company or at any time there after divulge or disclose to any person whomsoever, make any use whatsoever for your own purpose or for any other purpose other than that of the company, of any information or knowledge obtained by you during your employment as to the business or affairs of the company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavour to prevent any other person from doing so.

7. Annual Leave:

You will be entitled to 4 annual leaves for every completed quarter at the company.

8. Termination of Service:

Either party can terminate this employment by serving a notice of one week on the other.

9. Appointment in Good Faith:

It must be specifically understood that this offer is made based on your proficiency on technical/professional skills you have declared to possess as per your application for employment and your ability to handle any assignment/job independently.

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

Sincerely,

For and on behalf of WINSPARK INNOVATIONS LEARNING PVT LTD



“I hereby accept this offer and I Confirm that I have signed out of the placement process”

Signature

Date

A handwritten signature in green ink, appearing to read "Sanne".

A circular blue stamp with the text "PRESIDENCY UNIVERSITY, BANGALORE" around the perimeter and "REGISTRAR" in the center.



WINSPARK INNOVATIONS LEARNING PVT LTD.
1108-1109, 11th floor, JMD Megapolis, Sohna Road, Gurgaon
<http://www.planetspark.in>

Offer Letter

Date: 05/01/2022

To Manisha Ravi

Employee Code: _ PS006949

Dear Manisha,

Sub: Offer Letter

We are pleased to appoint you in our organization as a **Business Development Counsellor** with effect from **22nd February 2022**. You will be based out of PlanetSpark office at 1108-1109, 11th Floor.JMD Megapolis, Sohna Road, Gurgaon.

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

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

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

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

We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey towards sparking the joy of learning in every child in India. We assure you of our support for your professional development and growth.

Yours truly,

For WINSPARK INNOVATIONS LEARNING PRIVATE LIMITED.

AUTHORIZED SIGNATORY

Encl.: As above


REGISTRAR


Annexure – A

Emoluments can be bifurcated as under:

Particulars	Monthly	Yearly
Basic Pay	18400	220800
House Rent Allowance	9200	110400
Conveyance Allowance	2000	24000
Supplementary Allowance	7000	84000
Gross Salary	36600	439200
*Performance Linked Incentive based on Individual Target	20000	240000
Employer PF Contribution	1800	21600
Total CTC		700,800

During first month fixed component will be 25000 INR, including PF and second month onwards CTC will be revised according to annexure A.

Annexure – B

1. Personal Particulars:

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

2. Probation

You will be in probation period of 21 days from the date of joining and will not be confirmed if you are unable to get license to sell i.e. successfully complete the training within 21 days of joining.

3. Nature of Work:

You will work at high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities within **Business Development Counsellor** will be assigned and explained to you from time to time.

4. Training:

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the company's expense.

5. Intellectual Property Right:

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process/method likely to result in more efficient operation of any of the activities of the company, the company shall be entitled to use and utilize such improvement and you shall assign all rights thereof to the company for the purpose of seeking any patent rights or for any other purpose. The company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of association with the company including but not limited to the creative concept.



that you may develop during your association with the company.

6. Secrecy/Confidentiality:

You will not during the course of your employment with the company or at any time there after divulge or disclose to any person whomsoever, make any use whatsoever for your own purpose or for any other purpose other than that of the company, of any information or knowledge obtained by you during your employment as to the business or affairs of the company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavour to prevent any other person from doing so.

7. Annual Leave:

You will be entitled to 4 annual leaves for every completed quarter at the company.

8. Termination of Service:

Either party can terminate this employment by serving a notice of one week on the other.

9. Appointment in Good Faith:

It must be specifically understood that this offer is made based on your proficiency on technical/professional skills you have declared to possess as per your application for employment and your ability to handle any assignment/job independently.

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

Sincerely,

For and on behalf of WINSPARK INNOVATIONS LEARNING PVT LTD



“I hereby accept this offer and I Confirm that I have signed out of the placement process”

Signature

Date

A handwritten signature in green ink, appearing to read "Sanne".

A circular blue stamp with the text "PRESIDENCY UNIVERSITY, BANGALORE" around the perimeter and "REGISTRAR" in the center.



WINSPARK INNOVATIONS LEARNING PVT LTD.
1108-1109, 11th floor, JMD Megapolis, Sohna Road, Gurgaon
<http://www.planetspark.in>

Offer Letter

Date: 05/01/2022

To Shirline Sreenivasan

Employee Code: _ PS006950

Dear Shirline,

Sub: Offer Letter

We are pleased to appoint you in our organization as a **Business Development Counsellor** with effect from **22nd February 2022**. You will be based out of PlanetSpark office at 1108-1109, 11th Floor.JMD Megapolis, Sohna Road, Gurgaon.

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

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

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

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

We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey towards sparking the joy of learning in every child in India. We assure you of our support for your professional development and growth.

Yours truly,

For WINSPARK INNOVATIONS LEARNING PRIVATE LIMITED.

AUTHORIZED SIGNATORY

Encl.: As above


REGISTRAR


Annexure – A

Emoluments can be bifurcated as under:

Particulars	Monthly	Yearly
Basic Pay	18400	220800
House Rent Allowance	9200	110400
Conveyance Allowance	2000	24000
Supplementary Allowance	7000	84000
Gross Salary	36600	439200
*Performance Linked Incentive based on Individual Target	20000	240000
Employer PF Contribution	1800	21600
Total CTC		700,800

During first month fixed component will be 25000 INR, including PF and second month onwards CTC will be revised according to annexure A.

Annexure – B

1. Personal Particulars:

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

2. Probation

You will be in probation period of 21 days from the date of joining and will not be confirmed if you are unable to get license to sell i.e. successfully complete the training within 21 days of joining.

3. Nature of Work:

You will work at high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities within **Business Development Counsellor** will be assigned and explained to you from time to time.

4. Training:

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the company's expense.

5. Intellectual Property Right:

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process/method likely to result in more efficient operation of any of the activities of the company, the company shall be entitled to use and utilize such improvement and you shall assign all rights thereof to the company for the purpose of seeking any patent rights or for any other purpose. The company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of association with the company including but not limited to the creative concept.



that you may develop during your association with the company.

6. Secrecy/Confidentiality:

You will not during the course of your employment with the company or at any time there after divulge or disclose to any person whomsoever, make any use whatsoever for your own purpose or for any other purpose other than that of the company, of any information or knowledge obtained by you during your employment as to the business or affairs of the company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavour to prevent any other person from doing so.

7. Annual Leave:

You will be entitled to 4 annual leaves for every completed quarter at the company.

8. Termination of Service:

Either party can terminate this employment by serving a notice of one week on the other.

9. Appointment in Good Faith:

It must be specifically understood that this offer is made based on your proficiency on technical/professional skills you have declared to possess as per your application for employment and your ability to handle any assignment/job independently.

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

Sincerely,

For and on behalf of WINSPARK INNOVATIONS LEARNING PVT LTD



“I hereby accept this offer and I Confirm that I have signed out of the placement process”

Signature

Date

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE



WINSPARK INNOVATIONS LEARNING PVT LTD.
1108-1109, 11th floor, JMD Megapolis, Sohna Road, Gurgaon
<http://www.planetspark.in>

Offer Letter

Date: 05/01/2022

To AMOGH PUKALE

Employee Code: _ PS006971

Dear AMOGH,

Sub: Offer Letter

We are pleased to appoint you in our organization as a **Business Development Counsellor** with effect from **22nd February 2022**. You will be based out of PlanetSpark office at 1108-1109, 11th Floor.JMD Megapolis, Sohna Road, Gurgaon.

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

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

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

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

We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey towards sparking the joy of learning in every child in India. We assure you of our support for your professional development and growth.

Yours truly,

For WINSPARK INNOVATIONS LEARNING PRIVATE LIMITED.

AUTHORIZED SIGNATORY

Encl.: As above


REGISTRAR


Annexure – A

Emoluments can be bifurcated as under:

Particulars	Monthly	Yearly
Basic Pay	18400	220800
House Rent Allowance	9200	110400
Conveyance Allowance	2000	24000
Supplementary Allowance	7000	84000
Gross Salary	36600	439200
*Performance Linked Incentive based on Individual Target	20000	240000
Employer PF Contribution	1800	21600
Total CTC		700,800

During first month fixed component will be 25000 INR, including PF and second month onwards CTC will be revised according to annexure A.

Annexure – B

1. Personal Particulars:

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

2. Probation

You will be in probation period of 21 days from the date of joining and will not be confirmed if you are unable to get license to sell i.e. successfully complete the training within 21 days of joining.

3. Nature of Work:

You will work at high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities within **Business Development Counsellor** will be assigned and explained to you from time to time.

4. Training:

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the company's expense.

5. Intellectual Property Right:

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process/method likely to result in more efficient operation of any of the activities of the company, the company shall be entitled to use and utilize such improvement and you shall assign all rights thereof to the company for the purpose of seeking any patent rights or for any other purpose. The company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of association with the company including but not limited to the creative concept.



that you may develop during your association with the company.

6. Secrecy/Confidentiality:

You will not during the course of your employment with the company or at any time there after divulge or disclose to any person whomsoever, make any use whatsoever for your own purpose or for any other purpose other than that of the company, of any information or knowledge obtained by you during your employment as to the business or affairs of the company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavour to prevent any other person from doing so.

7. Annual Leave:

You will be entitled to 4 annual leaves for every completed quarter at the company.

8. Termination of Service:

Either party can terminate this employment by serving a notice of one week on the other.

9. Appointment in Good Faith:

It must be specifically understood that this offer is made based on your proficiency on technical/professional skills you have declared to possess as per your application for employment and your ability to handle any assignment/job independently.

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

Sincerely,

For and on behalf of WINSPARK INNOVATIONS LEARNING PVT LTD



“I hereby accept this offer and I Confirm that I have signed out of the placement process”

Signature

Date

A handwritten signature in green ink, appearing to read "Sanne".

A circular blue stamp with the text "PRESIDENCY UNIVERSITY, BANGALORE" around the perimeter and "REGISTRAR" in the center.

Letter of Intent

Date: 15th November, 2021

Dear Harshita B ,

Greetings from **42Gears!!!**

We are pleased to offer you the position of Product Marketing Specialist at 42Gears.

Your CTC (Cost to Company) will be **₹10,00,000/-** per annum.

The details are as below:

Particulars	Annual CTC (in ₹)
Basic Allowance	₹ 2,83,493
House Rent Allowance	₹ 1,13,397
Special Allowance	₹ 2,28,804
Leave Travel Allowance	₹ 15,000
Employer Contribution to PF	₹ 34,019
Employee Contribution to PF	₹ 34,019
Fixed CTC	₹ 7,08,732
Gratuity	₹ 13,636
Medical Insurance	₹ 27,632
Net Salary (B)	₹ 7,50,000
Variable Pay	₹ 1,00,000
Joining Bonus	₹ 1,50,000
Annual CTC	₹ 10,00,000

*A **Joining Bonus** of Rs.1,50,000/- is awarded to you which will be paid in two equal instalments. The first instalment will be paid along with third month's salary and the second instalment will be paid after completion of one year. This bonus would have to be reimbursed to the Company in the event of termination of your employment, due to any reason, within two years from the date of joining.

As a full-time employee of 42Gears, you would also be eligible for the following benefits:

1. Medical insurance: Medical insurance coverage for Rs.2,00,000/- per annum for you, parents, spouse and two children.
2. Gratuity: Gratuity will be paid as per the provisions of the Payment of Gratuity Act, 1972.
3. Variable Pay: Employee is eligible for variable pay in September & March. Employee must finish probation period to avail variable pay in the respective cycles.

Place of Office: Bangalore, Karnataka

By signing/ confirming to the below mail you agreed to join **42Gears**.


REGISTRAR


You will be getting a formal offer letter outlining the terms and conditions of your appointment on joining 42Gears.

For **42Gears Mobility Systems Private Limited**

Authorised Signatory



Acknowledged and accepted by

Name:

Date :

Signature :

Date: 16th November 2021

Name of Candidate: **Mr. Basharat Afzal**

Subject: Offer Letter

Dear **Mr. Basharat Afzal**,

We have pleasure in offering you a position of “**Assistant Sales Manager**” at **Bangalore** Office of PropertyPistol Realty Pvt. Ltd.

Your compensation in terms of "Cost to the company (CTC)" and detailed breakup will be as per attached annexure.

The management may place you on any assignment in any unit/department / associate concern of the company in any other location as it may consider necessary in its absolute discretion from time to time.

Your probation period is 06 months from the date of joining and on successful completion of the same you would be confirmed by the issue of a Confirmation letter. In case at any point during probation period, you wish to discontinue your services, you shall be required to serve notice period of 7 days.

Your proposed date of Joining is **02nd May 2022**.

You are required to adhere to all company policies both during your probation and after confirmation period.

We look forward to a long and fruitful association with you.

Kindly acknowledge the copy as an acceptance of the offer letter.

For, **PropertyPistol Realty Pvt. Ltd.**

Authorized Signatory

I **accept** the above offer of employment

Signature:

Name of candidate: **Mr. Basharat Afzal**

Annexure I

	Per Month	Annually
Basic Salary	15250	183000
HRA	6100	73200
Conveyance	800	9600
Others	2850	34200
Gross Salary	25000	300000
Indicative Incentive *	40,000	4,80,000
Total CTC (Including Incentive)	65,000	7,80,000

- *Apart from the above mentioned salary Mobile and Travelling Allowance will be provided on Actual.*
- **There is no limit of performance based incentive earning. The above mentioned incentive is an indicative incentive.*


REGISTRAR


Date: 16th November 2021

Name of Candidate: **Mr. Chawan S K Rao**

Subject: Offer Letter

Dear **Mr. Chawan S K Rao**,

We have pleasure in offering you a position of “**Assistant Sales Manager**” at **Bangalore** Office of PropertyPistol Realty Pvt. Ltd.

Your compensation in terms of "Cost to the company (CTC)" and detailed breakup will be as per attached annexure.

The management may place you on any assignment in any unit/department / associate concern of the company in any other location as it may consider necessary in its absolute discretion from time to time.

Your probation period is 06 months from the date of joining and on successful completion of the same you would be confirmed by the issue of a Confirmation letter. In case at any point during probation period, you wish to discontinue your services, you shall be required to serve notice period of 7 days.

Your proposed date of Joining is **02nd May 2022**.

You are required to adhere to all company policies both during your probation and after confirmation period.

We look forward to a long and fruitful association with you.

Kindly acknowledge the copy as an acceptance of the offer letter.

For, **PropertyPistol Realty Pvt. Ltd.**

Authorized Signatory

I **accept** the above offer of employment

Signature:

Name of candidate: **Mr. Chawan S K Rao**

Annexure I

	Per Month	Annually
Basic Salary	15250	183000
HRA	6100	73200
Conveyance	800	9600
Others	2850	34200
Gross Salary	25000	300000
Indicative Incentive *	40,000	4,80,000
Total CTC (Including Incentive)	65,000	7,80,000

- *Apart from the above mentioned salary Mobile and Travelling Allowance will be provided on Actual.*
- **There is no limit of performance based incentive earning. The above mentioned incentive is an indicative incentive.*


REGISTRAR


Date: 16th November 2021

Name of Candidate: **Mr. Vijayaraghava R**

Subject: Offer Letter

Dear **Mr. Vijayaraghava R**,

We have pleasure in offering you a position of “**Assistant Sales Manager**” at **Bangalore** Office of PropertyPistol Realty Pvt. Ltd.

Your compensation in terms of "Cost to the company (CTC)" and detailed breakup will be as per attached annexure.

The management may place you on any assignment in any unit/department / associate concern of the company in any other location as it may consider necessary in its absolute discretion from time to time.

Your probation period is 06 months from the date of joining and on successful completion of the same you would be confirmed by the issue of a Confirmation letter. In case at any point during probation period, you wish to discontinue your services, you shall be required to serve notice period of 7 days.

Your proposed date of Joining is **02nd May 2022**.

You are required to adhere to all company policies both during your probation and after confirmation period.

We look forward to a long and fruitful association with you.

Kindly acknowledge the copy as an acceptance of the offer letter.

For, **PropertyPistol Realty Pvt. Ltd.**

Authorized Signatory

I **accept** the above offer of employment

Signature:

Name of candidate: **Mr. Vijayaraghava R**

Annexure I

	Per Month	Annually
Basic Salary	15250	183000
HRA	6100	73200
Conveyance	800	9600
Others	2850	34200
Gross Salary	25000	300000
Indicative Incentive *	40,000	4,80,000
Total CTC (Including Incentive)	65,000	7,80,000

- *Apart from the above mentioned salary Mobile and Travelling Allowance will be provided on Actual.*
- **There is no limit of performance based incentive earning. The above mentioned incentive is an indicative incentive.*


REGISTRAR


Date: 16th November 2021

Name of Candidate: **Mr. Chethan Kumar RE**

Subject: Offer Letter

Dear **Mr. Chethan Kumar RE**,

We have pleasure in offering you a position of “**Assistant Sales Manager**” at **Bangalore** Office of PropertyPistol Realty Pvt. Ltd.

Your compensation in terms of "Cost to the company (CTC)" and detailed breakup will be as per attached annexure.

The management may place you on any assignment in any unit/department / associate concern of the company in any other location as it may consider necessary in its absolute discretion from time to time.

Your probation period is 06 months from the date of joining and on successful completion of the same you would be confirmed by the issue of a Confirmation letter. In case at any point during probation period, you wish to discontinue your services, you shall be required to serve notice period of 7 days.

Your proposed date of Joining is **02nd May 2022**.

You are required to adhere to all company policies both during your probation and after confirmation period.

We look forward to a long and fruitful association with you.

Kindly acknowledge the copy as an acceptance of the offer letter.

For, **PropertyPistol Realty Pvt. Ltd.**

Authorized Signatory

I **accept** the above offer of employment

Signature:

Name of candidate: **Mr. Chethan Kumar RE**

Annexure I

	Per Month	Annually
Basic Salary	15250	183000
HRA	6100	73200
Conveyance	800	9600
Others	2850	34200
Gross Salary	25000	300000
Indicative Incentive *	40,000	4,80,000
Total CTC (Including Incentive)	65,000	7,80,000

- *Apart from the above mentioned salary Mobile and Travelling Allowance will be provided on Actual.*
- **There is no limit of performance based incentive earning. The above mentioned incentive is an indicative incentive.*


REGISTRAR


Date: 16th November 2021

Name of Candidate: **Mr. Kalluru N K Reddy**

Subject: Offer Letter

Dear **Mr. Kalluru N K Reddy**,

We have pleasure in offering you a position of “**Assistant Sales Manager**” at **Bangalore** Office of PropertyPistol Realty Pvt. Ltd.

Your compensation in terms of "Cost to the company (CTC)" and detailed breakup will be as per attached annexure.

The management may place you on any assignment in any unit/department / associate concern of the company in any other location as it may consider necessary in its absolute discretion from time to time.

Your probation period is 06 months from the date of joining and on successful completion of the same you would be confirmed by the issue of a Confirmation letter. In case at any point during probation period, you wish to discontinue your services, you shall be required to serve notice period of 7 days.

Your proposed date of Joining is **02nd May 2022**.

You are required to adhere to all company policies both during your probation and after confirmation period.

We look forward to a long and fruitful association with you.

Kindly acknowledge the copy as an acceptance of the offer letter.

For, **PropertyPistol Realty Pvt. Ltd.**

Authorized Signatory

I **accept** the above offer of employment

Signature:

Name of candidate: **Mr. Kalluru N K Reddy**

Annexure I

	Per Month	Annually
Basic Salary	15250	183000
HRA	6100	73200
Conveyance	800	9600
Others	2850	34200
Gross Salary	25000	300000
Indicative Incentive *	40,000	4,80,000
Total CTC (Including Incentive)	65,000	7,80,000

- *Apart from the above mentioned salary Mobile and Travelling Allowance will be provided on Actual.*
- **There is no limit of performance based incentive earning. The above mentioned incentive is an indicative incentive.*


REGISTRAR


Date: 16th November 2021

Name of Candidate: **Mr. K Mohammed Rafi**

Subject: Offer Letter

Dear **Mr. K Mohammed Rafi**,

We have pleasure in offering you a position of “**Assistant Sales Manager**” at **Bangalore** Office of PropertyPistol Realty Pvt. Ltd.

Your compensation in terms of "Cost to the company (CTC)" and detailed breakup will be as per attached annexure.

The management may place you on any assignment in any unit/department / associate concern of the company in any other location as it may consider necessary in its absolute discretion from time to time.

Your probation period is 06 months from the date of joining and on successful completion of the same you would be confirmed by the issue of a Confirmation letter. In case at any point during probation period, you wish to discontinue your services, you shall be required to serve notice period of 7 days.

Your proposed date of Joining is **02nd May 2022**.

You are required to adhere to all company policies both during your probation and after confirmation period.

We look forward to a long and fruitful association with you.

Kindly acknowledge the copy as an acceptance of the offer letter.

For, **PropertyPistol Realty Pvt. Ltd.**

Authorized Signatory

I **accept** the above offer of employment

Signature:

Name of candidate: **Mr. K Mohammed Rafi**

Annexure I

	Per Month	Annually
Basic Salary	15250	183000
HRA	6100	73200
Conveyance	800	9600
Others	2850	34200
Gross Salary	25000	300000
Indicative Incentive *	40,000	4,80,000
Total CTC (Including Incentive)	65,000	7,80,000

- *Apart from the above mentioned salary Mobile and Travelling Allowance will be provided on Actual.*
- **There is no limit of performance based incentive earning. The above mentioned incentive is an indicative incentive.*


REGISTRAR


Date: 16th November 2021

Name of Candidate: **Mr. SUNIL T N**

Subject: Offer Letter

Dear **Mr. SUNIL T N**,

We have pleasure in offering you a position of “**Assistant Sales Manager**” at **Bangalore** Office of PropertyPistol Realty Pvt. Ltd.

Your compensation in terms of "Cost to the company (CTC)" and detailed breakup will be as per attached annexure.

The management may place you on any assignment in any unit/department / associate concern of the company in any other location as it may consider necessary in its absolute discretion from time to time.

Your probation period is 06 months from the date of joining and on successful completion of the same you would be confirmed by the issue of a Confirmation letter. In case at any point during probation period, you wish to discontinue your services, you shall be required to serve notice period of 7 days.

Your proposed date of Joining is **02nd May 2022**.

You are required to adhere to all company policies both during your probation and after confirmation period.

We look forward to a long and fruitful association with you.

Kindly acknowledge the copy as an acceptance of the offer letter.

For, **PropertyPistol Realty Pvt. Ltd.**

Authorized Signatory

I **accept** the above offer of employment

Signature:

Name of candidate: **Mr. SUNIL T N**

Annexure I

	Per Month	Annually
Basic Salary	15250	183000
HRA	6100	73200
Conveyance	800	9600
Others	2850	34200
Gross Salary	25000	300000
Indicative Incentive *	40,000	4,80,000
Total CTC (Including Incentive)	65,000	7,80,000

- *Apart from the above mentioned salary Mobile and Travelling Allowance will be provided on Actual.*
- **There is no limit of performance based incentive earning. The above mentioned incentive is an indicative incentive.*


REGISTRAR


Date: 16th November 2021

Name of Candidate: **Mr. AMEET SWAIN**

Subject: Offer Letter

Dear **Mr. AMEET SWAIN**,

We have pleasure in offering you a position of “**Assistant Sales Manager**” at **Bangalore** Office of PropertyPistol Realty Pvt. Ltd.

Your compensation in terms of "Cost to the company (CTC)" and detailed breakup will be as per attached annexure.

The management may place you on any assignment in any unit/department / associate concern of the company in any other location as it may consider necessary in its absolute discretion from time to time.

Your probation period is 06 months from the date of joining and on successful completion of the same you would be confirmed by the issue of a Confirmation letter. In case at any point during probation period, you wish to discontinue your services, you shall be required to serve notice period of 7 days.

Your proposed date of Joining is **02nd May 2022**.

You are required to adhere to all company policies both during your probation and after confirmation period.

We look forward to a long and fruitful association with you.

Kindly acknowledge the copy as an acceptance of the offer letter.

For, **PropertyPistol Realty Pvt. Ltd.**

Authorized Signatory

I **accept** the above offer of employment

Signature:

Name of candidate: **Mr. AMEET SWAIN**

Annexure I

	Per Month	Annually
Basic Salary	15250	183000
HRA	6100	73200
Conveyance	800	9600
Others	2850	34200
Gross Salary	25000	300000
Indicative Incentive *	40,000	4,80,000
Total CTC (Including Incentive)	65,000	7,80,000

- *Apart from the above mentioned salary Mobile and Travelling Allowance will be provided on Actual.*
- **There is no limit of performance based incentive earning. The above mentioned incentive is an indicative incentive.*


REGISTRAR


Date: 16th November 2021

Name of Candidate: **Mr. Narasimhamurthy N**

Subject: Offer Letter

Dear **Mr. Narasimhamurthy N**,

We have pleasure in offering you a position of “**Assistant Sales Manager**” at **Bangalore** Office of PropertyPistol Realty Pvt. Ltd.

Your compensation in terms of "Cost to the company (CTC)" and detailed breakup will be as per attached annexure.

The management may place you on any assignment in any unit/department / associate concern of the company in any other location as it may consider necessary in its absolute discretion from time to time.

Your probation period is 06 months from the date of joining and on successful completion of the same you would be confirmed by the issue of a Confirmation letter. In case at any point during probation period, you wish to discontinue your services, you shall be required to serve notice period of 7 days.

Your proposed date of Joining is **02nd May 2022**.

You are required to adhere to all company policies both during your probation and after confirmation period.

We look forward to a long and fruitful association with you.

Kindly acknowledge the copy as an acceptance of the offer letter.

For, **PropertyPistol Realty Pvt. Ltd.**

Authorized Signatory

I **accept** the above offer of employment

Signature:

Name of candidate: **Mr. Narasimhamurthy N**

Annexure I

	Per Month	Annually
Basic Salary	15250	183000
HRA	6100	73200
Conveyance	800	9600
Others	2850	34200
Gross Salary	25000	300000
Indicative Incentive *	40,000	4,80,000
Total CTC (Including Incentive)	65,000	7,80,000

- *Apart from the above mentioned salary Mobile and Travelling Allowance will be provided on Actual.*
- **There is no limit of performance based incentive earning. The above mentioned incentive is an indicative incentive.*


REGISTRAR


Date: 16th November 2021

Name of Candidate: **Mr. DHANUSH KUMAR S N**

Subject: Offer Letter

Dear **Mr. DHANUSH KUMAR S N**,

We have pleasure in offering you a position of “**Assistant Sales Manager**” at **Bangalore** Office of PropertyPistol Realty Pvt. Ltd.

Your compensation in terms of "Cost to the company (CTC)" and detailed breakup will be as per attached annexure.

The management may place you on any assignment in any unit/department / associate concern of the company in any other location as it may consider necessary in its absolute discretion from time to time.

Your probation period is 06 months from the date of joining and on successful completion of the same you would be confirmed by the issue of a Confirmation letter. In case at any point during probation period, you wish to discontinue your services, you shall be required to serve notice period of 7 days.

Your proposed date of Joining is **02nd May 2022**.

You are required to adhere to all company policies both during your probation and after confirmation period.

We look forward to a long and fruitful association with you.

Kindly acknowledge the copy as an acceptance of the offer letter.

For, **PropertyPistol Realty Pvt. Ltd.**

Authorized Signatory

I **accept** the above offer of employment

Signature:

Name of candidate: **Mr. DHANUSH KUMAR S N**

Annexure I

	Per Month	Annually
Basic Salary	15250	183000
HRA	6100	73200
Conveyance	800	9600
Others	2850	34200
Gross Salary	25000	300000
Indicative Incentive *	40,000	4,80,000
Total CTC (Including Incentive)	65,000	7,80,000

- *Apart from the above mentioned salary Mobile and Travelling Allowance will be provided on Actual.*
- **There is no limit of performance based incentive earning. The above mentioned incentive is an indicative incentive.*


REGISTRAR


Date: 16th November 2021

Name of Candidate: **Ms. Satantra Ghosh**

Subject: Offer Letter

Dear **Ms. Satantra Ghosh**,

We have pleasure in offering you a position of “**Assistant Sales Manager**” at **Bangalore** Office of PropertyPistol Realty Pvt. Ltd.

Your compensation in terms of "Cost to the company (CTC)" and detailed breakup will be as per attached annexure.

The management may place you on any assignment in any unit/department / associate concern of the company in any other location as it may consider necessary in its absolute discretion from time to time.

Your probation period is 06 months from the date of joining and on successful completion of the same you would be confirmed by the issue of a Confirmation letter. In case at any point during probation period, you wish to discontinue your services, you shall be required to serve notice period of 7 days.

Your proposed date of Joining is **02nd May 2022**.

You are required to adhere to all company policies both during your probation and after confirmation period.

We look forward to a long and fruitful association with you.

Kindly acknowledge the copy as an acceptance of the offer letter.

For, **PropertyPistol Realty Pvt. Ltd.**

Authorized Signatory

I **accept** the above offer of employment

Signature:

Name of candidate: **Ms. Satantra Ghosh**

Annexure I

	Per Month	Annually
Basic Salary	15250	183000
HRA	6100	73200
Conveyance	800	9600
Others	2850	34200
Gross Salary	25000	300000
Indicative Incentive *	40,000	4,80,000
Total CTC (Including Incentive)	65,000	7,80,000

- *Apart from the above mentioned salary Mobile and Travelling Allowance will be provided on Actual.*
- **There is no limit of performance based incentive earning. The above mentioned incentive is an indicative incentive.*


REGISTRAR


Date: 16th November 2021

Name of Candidate: **Mr. Sandeep Surya Seeram**

Subject: Offer Letter

Dear **Mr. Sandeep Surya Seeram,**

We have pleasure in offering you a position of “**Assistant Sales Manager**” at **Bangalore** Office of PropertyPistol Realty Pvt. Ltd.

Your compensation in terms of "Cost to the company (CTC)" and detailed breakup will be as per attached annexure.

The management may place you on any assignment in any unit/department / associate concern of the company in any other location as it may consider necessary in its absolute discretion from time to time.

Your probation period is 06 months from the date of joining and on successful completion of the same you would be confirmed by the issue of a Confirmation letter. In case at any point during probation period, you wish to discontinue your services, you shall be required to serve notice period of 7 days.

Your proposed date of Joining is **02nd May 2022.**

You are required to adhere to all company policies both during your probation and after confirmation period.

We look forward to a long and fruitful association with you.

Kindly acknowledge the copy as an acceptance of the offer letter.

For, **PropertyPistol Realty Pvt. Ltd.**

Authorized Signatory

I **accept** the above offer of employment

Signature:

Name of candidate: **Mr. Sandeep Surya Seeram**

Annexure I

	Per Month	Annually
Basic Salary	15250	183000
HRA	6100	73200
Conveyance	800	9600
Others	2850	34200
Gross Salary	25000	300000
Indicative Incentive *	40,000	4,80,000
Total CTC (Including Incentive)	65,000	7,80,000

- *Apart from the above mentioned salary Mobile and Travelling Allowance will be provided on Actual.*
- **There is no limit of performance based incentive earning. The above mentioned incentive is an indicative incentive.*


REGISTRAR


Date: 16th November 2021

Name of Candidate: **Mr. Vrushabh M Patil**

Subject: Offer Letter

Dear **Mr. Vrushabh M Patil**,

We have pleasure in offering you a position of “**Assistant Sales Manager**” at **Bangalore** Office of PropertyPistol Realty Pvt. Ltd.

Your compensation in terms of "Cost to the company (CTC)" and detailed breakup will be as per attached annexure.

The management may place you on any assignment in any unit/department / associate concern of the company in any other location as it may consider necessary in its absolute discretion from time to time.

Your probation period is 06 months from the date of joining and on successful completion of the same you would be confirmed by the issue of a Confirmation letter. In case at any point during probation period, you wish to discontinue your services, you shall be required to serve notice period of 7 days.

Your proposed date of Joining is **02nd May 2022**.

You are required to adhere to all company policies both during your probation and after confirmation period.

We look forward to a long and fruitful association with you.

Kindly acknowledge the copy as an acceptance of the offer letter.

For, **PropertyPistol Realty Pvt. Ltd.**

Authorized Signatory

I **accept** the above offer of employment

Signature:

Name of candidate: **Mr. Vrushabh M Patil**

Annexure I

	Per Month	Annually
Basic Salary	15250	183000
HRA	6100	73200
Conveyance	800	9600
Others	2850	34200
Gross Salary	25000	300000
Indicative Incentive *	40,000	4,80,000
Total CTC (Including Incentive)	65,000	7,80,000

- *Apart from the above mentioned salary Mobile and Travelling Allowance will be provided on Actual.*
- **There is no limit of performance based incentive earning. The above mentioned incentive is an indicative incentive.*


REGISTRAR


Date: 16th November 2021

Name of Candidate: **Ms. Purnashree V**

Subject: Offer Letter

Dear **Ms. Purnashree V**,

We have pleasure in offering you a position of “**Assistant Sales Manager**” at **Bangalore** Office of PropertyPistol Realty Pvt. Ltd.

Your compensation in terms of "Cost to the company (CTC)" and detailed breakup will be as per attached annexure.

The management may place you on any assignment in any unit/department / associate concern of the company in any other location as it may consider necessary in its absolute discretion from time to time.

Your probation period is 06 months from the date of joining and on successful completion of the same you would be confirmed by the issue of a Confirmation letter. In case at any point during probation period, you wish to discontinue your services, you shall be required to serve notice period of 7 days.

Your proposed date of Joining is **02nd May 2022**.

You are required to adhere to all company policies both during your probation and after confirmation period.

We look forward to a long and fruitful association with you.

Kindly acknowledge the copy as an acceptance of the offer letter.

For, **PropertyPistol Realty Pvt. Ltd.**

Authorized Signatory

I **accept** the above offer of employment

Signature:

Name of candidate: **Ms. Purnashree V**

Annexure I

	Per Month	Annually
Basic Salary	15250	183000
HRA	6100	73200
Conveyance	800	9600
Others	2850	34200
Gross Salary	25000	300000
Indicative Incentive *	40,000	4,80,000
Total CTC (Including Incentive)	65,000	7,80,000

- *Apart from the above mentioned salary Mobile and Travelling Allowance will be provided on Actual.*
- **There is no limit of performance based incentive earning. The above mentioned incentive is an indicative incentive.*


REGISTRAR


Date: 20th November 2021

Name of Candidate: **Ms. R Zaiba Bhaktihar**

Subject: Offer Letter

Dear **Ms. R Zaiba Bhaktihar**,

We have pleasure in offering you a position of “**Assistant Sales Manager**” at **Bangalore** Office of PropertyPistol Realty Pvt. Ltd.

Your compensation in terms of "Cost to the company (CTC)" and detailed breakup will be as per attached annexure.

The management may place you on any assignment in any unit/department / associate concern of the company in any other location as it may consider necessary in its absolute discretion from time to time.

Your probation period is 06 months from the date of joining and on successful completion of the same you would be confirmed by the issue of a Confirmation letter. In case at any point during probation period, you wish to discontinue your services, you shall be required to serve notice period of 7 days.

Your proposed date of Joining is **02nd May 2022**.

You are required to adhere to all company policies both during your probation and after confirmation period.

We look forward to a long and fruitful association with you.

Kindly acknowledge the copy as an acceptance of the offer letter.

For, **PropertyPistol Realty Pvt. Ltd.**

Authorized Signatory

I **accept** the above offer of employment

Signature:

Name of candidate: **Ms. R Zaiba Bhaktihar**

Annexure I

	Per Month	Annually
Basic Salary	15250	183000
HRA	6100	73200
Conveyance	800	9600
Others	2850	34200
Gross Salary	25000	300000
Indicative Incentive *	40,000	4,80,000
Total CTC (Including Incentive)	65,000	7,80,000

- *Apart from the above mentioned salary Mobile and Travelling Allowance will be provided on Actual.*
- **There is no limit of performance based incentive earning. The above mentioned incentive is an indicative incentive.*


REGISTRAR


Date: 16th November 2021

Name of Candidate: **Mr. Adapa S V Gangadhar**

Subject: Offer Letter

Dear **Mr. Adapa S V Gangadhar**,

We have pleasure in offering you a position of “**Assistant Sales Manager**” at **Bangalore** Office of PropertyPistol Realty Pvt. Ltd.

Your compensation in terms of "Cost to the company (CTC)" and detailed breakup will be as per attached annexure.

The management may place you on any assignment in any unit/department / associate concern of the company in any other location as it may consider necessary in its absolute discretion from time to time.

Your probation period is 06 months from the date of joining and on successful completion of the same you would be confirmed by the issue of a Confirmation letter. In case at any point during probation period, you wish to discontinue your services, you shall be required to serve notice period of 7 days.

Your proposed date of Joining is **02nd May 2022**.

You are required to adhere to all company policies both during your probation and after confirmation period.

We look forward to a long and fruitful association with you.

Kindly acknowledge the copy as an acceptance of the offer letter.

For, **PropertyPistol Realty Pvt. Ltd.**

Authorized Signatory

I **accept** the above offer of employment

Signature:

Name of candidate: **Mr. Adapa S V Gangadhar**

Annexure I

	Per Month	Annually
Basic Salary	15250	183000
HRA	6100	73200
Conveyance	800	9600
Others	2850	34200
Gross Salary	25000	300000
Indicative Incentive *	40,000	4,80,000
Total CTC (Including Incentive)	65,000	7,80,000

- *Apart from the above mentioned salary Mobile and Travelling Allowance will be provided on Actual.*
- **There is no limit of performance based incentive earning. The above mentioned incentive is an indicative incentive.*


REGISTRAR


Date: 16th November 2021

Name of Candidate: **Ms. Vijayalakshmi V**

Subject: Offer Letter

Dear **Ms. Vijayalakshmi V**,

We have pleasure in offering you a position of “**Assistant Sales Manager**” at **Bangalore** Office of PropertyPistol Realty Pvt. Ltd.

Your compensation in terms of "Cost to the company (CTC)" and detailed breakup will be as per attached annexure.

The management may place you on any assignment in any unit/department / associate concern of the company in any other location as it may consider necessary in its absolute discretion from time to time.

Your probation period is 06 months from the date of joining and on successful completion of the same you would be confirmed by the issue of a Confirmation letter. In case at any point during probation period, you wish to discontinue your services, you shall be required to serve notice period of 7 days.

Your proposed date of Joining is **02nd May 2022**.

You are required to adhere to all company policies both during your probation and after confirmation period.

We look forward to a long and fruitful association with you.

Kindly acknowledge the copy as an acceptance of the offer letter.

For, **PropertyPistol Realty Pvt. Ltd.**

Authorized Signatory

I **accept** the above offer of employment

Signature:

Name of candidate: **Ms. Vijayalakshmi V**

Annexure I

	Per Month	Annually
Basic Salary	15250	183000
HRA	6100	73200
Conveyance	800	9600
Others	2850	34200
Gross Salary	25000	300000
Indicative Incentive *	40,000	4,80,000
Total CTC (Including Incentive)	65,000	7,80,000

- *Apart from the above mentioned salary Mobile and Travelling Allowance will be provided on Actual.*
- **There is no limit of performance based incentive earning. The above mentioned incentive is an indicative incentive.*

Sauve
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Registrar
BANGALORE

EmploymentExpress Verband LLP

A subsidiary of PICKTAIL

LLPIN:AAS-0509

PICKTAIL
ISO 9001:2015 Certified Company

Date: 23/11/2021

Sub:-Letter of Intent

To: Saiteja M

Thank you for exploring career opportunities with Employment Express Verband.

You have successfully completed the selection process and we are pleased to inform you that you will be joining us on 24/05/2022.

Your Designation in the company will be **Human Resource Executive**.

You are requested to report on May 2022.

On training period stipend 7k PM for four Months than 12k PM for Two Month(In Hand).After Successfully Complete six month of Training period Your salary will be 3,50,000 CTC Per Annum.

You are requested to send your formal acceptance for this letter within seven days of issue of this letter through mail to company HR team (HR@Employmentexpress.net).If you fail to do so then it will be constructed that you are not interested for this opportunity and in that case the offer will be automatically withdrawn.

It is here by stated this letter of intent is issued and considered valid as per company policy requirement and management is authorized to withdraw the offer as per company project policies.

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employmentexpress.net**



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You have to carry following documents

1. Passport Size Photo-1
2. PanCard
3. Aadhar Card With Linked active Mobile Number.
4. Educational Mark-sheets & Certificates
5. Blood Group Report-if applicable
6. Photo Id Proof
7. Address Id Proof
8. Cancel Cheque/Bank Statement (Anyone)

For Employment Express Verband LLP



HR Team
Reynold Franklin

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Date: 23/11/2021

Sub:-Letter of Intent

To: Prajwal P K

Thank you for exploring career opportunities with Employment Express Verband.

You have successfully completed the selection process and we are pleased to inform you that you will be joining us on 24/05/2022.

Your Designation in the company will be **Human Resource Executive**.

You are requested to report on May 2022.

On training period stipend 7k PM for four Months than 12k PM for Two Month(In Hand).After Successfully Complete six month of Training period Your salary will be 3,50,000 CTC Per Annum.

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For Employment Express Verband LLP



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Date: 23/11/2021

Sub:-Letter of Intent

To: Shreya Sk

Thank you for exploring career opportunities with Employment Express Verband.

You have successfully completed the selection process and we are pleased to inform you that you will be joining us on 24/05/2022.

Your Designation in the company will be **Human Resource Executive**.

You are requested to report on May 2022.

On training period stipend 7k PM for four Months than 12k PM for Two Month(In Hand).After Successfully Complete six month of Training period Your salary will be 3,50,000 CTC Per Annum.

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For Employment Express Verband LLP



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Date: 23/11/2021

Sub:-Letter of Intent

To: Sibbala Sai Charan

Thank you for exploring career opportunities with Employment Express Verband.

You have successfully completed the selection process and we are pleased to inform you that you will be joining us on 24/05/2022.

Your Designation in the company will be **Human Resource Executive**.

You are requested to report on May 2022.

On training period stipend 7k PM for four Months than 12k PM for Two Month(In Hand).After Successfully Complete six month of Training period Your salary will be 3,50,000 CTC Per Annum.

You are requested to send your formal acceptance for this letter within seven days of issue of this letter through mail to company HR team (HR@Employmentexpress.net).If you fail to do so then it will be constructed that you are not interested for this opportunity and in that case the offer will be automatically withdrawn.

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For Employment Express Verband LLP



HR Team
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Date: 23/11/2021

Sub:-Letter of Intent

To: Tanisha Sanghi

Thank you for exploring career opportunities with Employment Express Verband.

You have successfully completed the selection process and we are pleased to inform you that you will be joining us on 24/05/2022.

Your Designation in the company will be **Human Resource Executive**.

You are requested to report on May 2022.

On training period stipend 7k PM for four Months than 12k PM for Two Month(In Hand).After Successfully Complete six month of Training period Your salary will be 3,50,000 CTC Per Annum.

You are requested to send your formal acceptance for this letter within seven days of issue of this letter through mail to company HR team (HR@Employmentexpress.net).If you fail to do so then it will be constructed that you are not interested for this opportunity and in that case the offer will be automatically withdrawn.

It is here by stated this letter of intent is issued and considered valid as per company policy requirement and management is authorized to withdraw the offer as per company project policies.

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Date: 23/11/2021

Sub:-Letter of Intent

To: Manoj K

Thank you for exploring career opportunities with Employment Express Verband.

You have successfully completed the selection process and we are pleased to inform you that you will be joining us on 24/05/2022.

Your Designation in the company will be **Human Resource Executive**.

You are requested to report on May 2022.

On training period stipend 7k PM for four Months than 12k PM for Two Month(In Hand).After Successfully Complete six month of Training period Your salary will be 3,50,000 CTC Per Annum.

You are requested to send your formal acceptance for this letter within seven days of issue of this letter through mail to company HR team (HR@Employmentexpress.net).If you fail to do so then it will be constructed that you are not interested for this opportunity and in that case the offer will be automatically withdrawn.

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For Employment Express Verband LLP



HR Team
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Date: 23/11/2021

Sub:-Letter of Intent

To: Nagesh S

Thank you for exploring career opportunities with Employment Express Verband.

You have successfully completed the selection process and we are pleased to inform you that you will be joining us on 24/05/2022.

Your Designation in the company will be **Human Resource Executive**.

You are requested to report on May 2022.

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Date: 23/11/2021

Sub:-Letter of Intent

To: Ashoka K S

Thank you for exploring career opportunities with Employment Express Verband.

You have successfully completed the selection process and we are pleased to inform you that you will be joining us on 24/05/2022.

Your Designation in the company will be **Human Resource Executive**.

You are requested to report on May 2022.

On training period stipend 7k PM for four Months than 12k PM for Two Month(In Hand).After Successfully Complete six month of Training period Your salary will be 3,50,000 CTC Per Annum.

You are requested to send your formal acceptance for this letter within seven days of issue of this letter through mail to company HR team (HR@Employmentexpress.net).If you fail to do so then it will be constructed that you are not interested for this opportunity and in that case the offer will be automatically withdrawn.

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HR Team
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IELTSMaterial,
24th Main Rd, Agara Village,
1st Sector, HSR Layout,
Bengaluru, Karnataka 560102
15th February 2022

Dear **Amal M S**,

Employment Agreement

We are pleased to offer you employment on the terms and conditions set out below. These terms and conditions, together with all applicable regulations and policies of the Company, form the basis of your employment.

1. Position

Your employment will be with IELTSMaterial (the "Company"). Your functional title is **Business Development Executive - Inside Sales**. During your employment, you may be required to perform work for related companies which would include sister concerns, subsidiaries or holding company of the Company (the "Related Company") and which together with the Company form the "Group".

2. Commencement Date and Location

You will be joining on or before **15/02/2022**, and your place of work will be **Home**.

3. Other Conditions

Our offer and your employment are subject to:

- (a) You completing, signing and returning the Personal Information Form by the applicable date;
- (b) You being free from any obligations owed to a third party which might prevent you from starting work on the commencement date;
- (c) The information provided by you in relation to your employment by the Company regarding your background and/or previous employment being complete, accurate and not misleading in all respects; and all information obtained by the Company in respect of you being fully satisfactory to the Company; and
- (d) You holding or being granted necessary approval, regulatory registrations and/or licenses from the appropriate authorities for the performance of your duties (including a valid employment pass or work permit where applicable) prior to the commencement of your employment. Should there be any delay in your being granted such approvals, regulatory registrations and/or licenses (including where applicable an employment pass or work permit), or should your application(s) in respect of the foregoing be rejected, your employment with the Company cannot commence and the Company will not be liable for any payment to you

Bangalore Address: IndiQube Orion, 24th Main Rd, Agara Village, 1st Sector, HSR Layout, Bengaluru, Karnataka 560102

Registered Address: Flat No.-1002, Best Residency, Plot No.-1, Sector-19-B, Dwarka, New Delhi – 110075




REGISTRAR

4. Remuneration

(a) The cost to Company (CTC)

Your CTC will be **INR 4,00,000 per annum [Four Lakh Rupees Only]** which includes components like Basic Salary, HRA, allowances, provident fund contributions, etc (detailed salary structure is in Annexure A).

If you join the Company part-way through a calendar year, your basic annual salary will be prorated to reflect the portion of the year that you have started working for the Company. Any payment of your salary or other amounts due to you from the Company will be subjected to any and all applicable withholding and/or other taxes payable and the Company will in such case be entitled to deduct or retain the amount of such tax from any sum payable to you. You will be solely responsible to pay all taxes and any other imposts as may be levied or assessed by any competent authority in any jurisdiction on any sum paid and/or other benefits provided to you by the Company.

You are required to continue for at least 6 months of employment with IELTSMaterial, else your Relieving and Experience Letter will not be provided.

5. Annual appraisal cycle

We will also have an **Annual appraisal cycle** in the month of **January** every year. The employees who have completed a minimum of 6 months with the organization are eligible for the same.

6. Hours of Work

Your official hours of work will be from **09:30 AM to 7:00 PM, 6 Days working (Weekly Off will be decided by the Manager)**. However, for certain specific jobs, different work schedules may apply to you, which will be explained to you by your manager if applicable. Business exigencies may require you to work beyond the specified hours, including the possibility of working weekends. You may also be expected to travel to other locations at times outside of your office hours of work.

7. Annual Leave

Your annual leave entitlement is **18 days (12 Casual Leaves and 6 Emergency Leaves)** and will be in accordance with local law and/or Company policy in this regard. The annual leave entitlement will be prorated in your first year or in any incomplete year.

- (a) If you have taken more annual leave than you have accrued in terms of your leave entitlement, you will be required to pay to the Company the equivalent salary (basic salary, house rent allowance, and other allowances) for the annual leave period that you have taken in excess of

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Registered Address: Flat No.-1002, Best Residency, Plot No.-1, Sector-19-B, Dwarka, New Delhi – 110075


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your accrued entitlement. During the initial probation period of three months, you are permitted only **1.5 day paid leave per month**, failure to adhere to which will result in Loss Of Pay (LOP).

- (b) If either you or the Company gives the notice to terminate your employment, the Company is entitled to insist that you take any outstanding annual leave during the notice period.

You can only take annual leave at times that have been agreed with your manager/division head. You must give reasonable notice of the dates that you want to take as annual leave. If you do not give sufficient notice, you may not be given permission to take those dates as annual leave.

8. Termination

(a) Termination with Notice

The Company or you may terminate your employment by giving **30 days** notice in writing. The Company may choose to terminate your employment immediately or by a period of notice shorter than the stipulated notice period by making a payment to you equal to your salary for all or part of the notice period in lieu of that notice.

If the Company or you have given notice of the termination of your employment, the company may direct you not to perform any of your duties, to remain away from the Company's premises and/or not to contact clients or other employees of the Company for all or part of the notice period. During this time you will remain employed by the Company and therefore remain subject to your conditions of employment and you will continue to receive your salary and contractual benefits during the notice period. Your full and final settlement will be processed after 45 days from the date of leaving.

For the avoidance of doubt, this does not confer any entitlement on your part to receive, nor impose any obligation on the Company, to make such payment.

As an employee, if you underperform, you may be subjected to a **PIP** that will last for a duration of **one month or less** followed by a **probation period of 3 months** during which, if the performance continues to be sub-par, you may be terminated with a notice period of **3 days**.

(b) Termination without Notice

The Company may terminate your employment immediately and without any notice or payment in the event that:

- You are guilty of serious misconduct;
- You are guilty of a serious breach of the employment terms or conditions as mentioned in this letter;
- You intentionally disobey a lawful and reasonable direction of the Company;
- You conduct yourself in a way which, in the Company's reasonable opinion, may bring any member of the Group into disrepute;
- You are convicted of a serious criminal offense or a criminal offense which, in the

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Company's opinion compromises your ability to perform your duties; or

- The result of any background checks or searches conducted by the Company is deemed unsatisfactory to it in its absolute discretion.
- Your performance continues to be sub-par or completely unsatisfactory despite one/several warning letters.

(c) Non-Solicitation Agreement

You agree that at no time during the term of your employment with the Company will you engage in any business activity which is competitive with the Company nor work for any company which competes with the organisation.

For a period of one year immediately following the termination of your employment, You will not, for yourself or on behalf of any other person or business enterprise, engage in any business activity which competes with the Company in which you were employed.

During the term of your employment, and for a period of one year immediately thereafter, You agree not to solicit any employee or independent contractor of the Company on behalf of any other business

9. Confidentiality

During your employment by the Company, you may learn trade secrets or confidential information, which relates to the Company and the Group. Unless you are required to do so in the proper performance of your duties, you must not:

- Divulge or communicate to any person;
- Use for your own purposes or for any purposes other than those of the Company or, as appropriate, any of its clients; or
- Cause any unauthorized disclosure, through any failure to exercise due care and attention, of;

Any trade secrets or confidential information relating to the Company or to any Related Company or to the Group or the clients thereof. You must at all times use your best endeavors to prevent publication or disclosure of any trade secrets or confidential information.

Confidential information includes but is not limited to information about unique tangible and intangible products and services, information relating to the intellectual property rights and other proprietary materials, financial information, information relating to the clients and suppliers, administration and information systems, information relating to the business strategy of the Company or any Related Company or the Group as a whole.

If you are unsure about the confidential nature of the specific information, you must seek your manager's advice and clarification. You will be subject to disciplinary action up to and including summary dismissal for any unauthorized disclosure of confidential information belonging to or related to the Company or to any Related Company or to the Group. You understand and agree that your obligation of confidentiality survives the termination of your employment.

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Annexure - A

The salary break-up calculation is based on a 12% PF contribution on Basic Salary. It may change depending upon regulatory changes and consequent changes in salary break-up would be applicable.

Salary Components	Monthly CTC (in INR)	Annual CTC (in INR)
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HRA	8,334	100,002
Conveyance	1,600	19,200
Medical Allowance	1,250	15,000
Other Allowance	3,683	44,194
Subtotal (A)	31,533	378,400
Employer PF (B)	1,800	21,600
Employer ESI (C)	0	0
Gross Salary (A+B+C)	33,333	4,00,000

Your Sincerely

Acceptance

Upneet Grover
Founder

Bangalore Address: IndiQube Orion, 24th Main Rd, Agara Village, 1st Sector, HSR Layout, Bengaluru, Karnataka 560102

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IELTSMaterial,
24th Main Rd, Agara Village,
1st Sector, HSR Layout,
Bengaluru, Karnataka 560102
15th February 2022

Dear **Meera Pillai**,

Employment Agreement

We are pleased to offer you employment on the terms and conditions set out below. These terms and conditions, together with all applicable regulations and policies of the Company, form the basis of your employment.

1. Position

Your employment will be with IELTSMaterial (the "Company"). Your functional title is **Business Development Executive - Inside Sales**. During your employment, you may be required to perform work for related companies which would include sister concerns, subsidiaries or holding company of the Company (the "Related Company") and which together with the Company form the "Group".

2. Commencement Date and Location

You will be joining on or before **15/02/2022**, and your place of work will be **Home**.

3. Other Conditions

Our offer and your employment are subject to:

- (a) You completing, signing and returning the Personal Information Form by the applicable date;
- (b) You being free from any obligations owed to a third party which might prevent you from starting work on the commencement date;
- (c) The information provided by you in relation to your employment by the Company regarding your background and/or previous employment being complete, accurate and not misleading in all respects; and all information obtained by the Company in respect of you being fully satisfactory to the Company; and
- (d) You holding or being granted necessary approval, regulatory registrations and/or licenses from the appropriate authorities for the performance of your duties (including a valid employment pass or work permit where applicable) prior to the commencement of your employment. Should there be any delay in your being granted such approvals, regulatory registrations and/or licenses (including where applicable an employment pass or work permit), or should your application(s) in respect of the foregoing be rejected, your employment with the Company cannot commence and the Company will not be liable for any payment to you

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4. Remuneration

(a) The cost to Company (CTC)

Your CTC will be **INR 4,00,000 per annum [Four Lakh Rupees Only]** which includes components like Basic Salary, HRA, allowances, provident fund contributions, etc (detailed salary structure is in Annexure A).

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- The result of any background checks or searches conducted by the Company is deemed unsatisfactory to it in its absolute discretion.
- Your performance continues to be sub-par or completely unsatisfactory despite one/several warning letters.

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- (b) Use for your own purposes or for any purposes other than those of the Company or, as appropriate, any of its clients; or
- (c) Cause any unauthorized disclosure, through any failure to exercise due care and attention, of;

Any trade secrets or confidential information relating to the Company or to any Related Company or to the Group or the clients thereof. You must at all times use your best endeavors to prevent publication or disclosure of any trade secrets or confidential information.

Confidential information includes but is not limited to information about unique tangible and intangible products and services, information relating to the intellectual property rights and other proprietary materials, financial information, information relating to the clients and suppliers, administration and information systems, information relating to the business strategy of the Company or any Related Company or the Group as a whole.

If you are unsure about the confidential nature of the specific information, you must seek your manager's advice and clarification. You will be subject to disciplinary action up to and including summary dismissal for any unauthorized disclosure of confidential information belonging to or related to the Company or to any Related Company or to the Group. You understand and agree that your obligation of confidentiality survives the termination of your employment.

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Annexure - A

The salary break-up calculation is based on a 12% PF contribution on Basic Salary. It may change depending upon regulatory changes and consequent changes in salary break-up would be applicable.

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Employer PF (B)	1,800	21,600
Employer ESI (C)	0	0
Gross Salary (A+B+C)	33,333	4,00,000

Your Sincerely

Acceptance

Upneet Grover
Founder

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Registered Address: Flat No.-1002, Best Residency, Plot No.-1, Sector-19-B, Dwarka, New Delhi – 110075


REGISTRAR


From: Goyal, Isha (AP), Vodafone Idea [mailto:isha.goyal@vodafoneidea.com]

Sent: Monday, November 22, 2021 at 2:48 PM

To: Yashaswini K <YASHASWINI.20202MBA0494@presidencyuniversity.in>

Cc: Mr. Sudip Dhar - DGM -Career Service & Industry Connect <sudipdhar@presidencyuniversity.in>; Chaudhuri, Sumanta (AP), Vodafone Idea <Sumanta.Chaudhuri@vodafoneidea.com>; umar, Sanjeev (AP), Vodafone Idea <sanjeev.kumar5@vodafoneidea.com>

Subject: Letter of Intent : Vodafone Idea Ltd (Management Trainees)

To,

Yashaswini K

Presidency University, Bangalore.

Congratulations! Welcome to Vodafone Idea Limited!

With reference to your application and subsequent selection process, we are pleased to include you as part of the Management Trainee Program in our Organization.

On joining, you shall be designated as **Management Trainee** in the **Sales** function. Your place of posting will be informed later.

We are enclosing the details of your compensation package of **Rs. 5,50,000/annum** along with this letter of intent. A formal letter of appointment stating the terms of employment will be issued to you upon you joining us.

This Letter of Intent is subject to you satisfying the following:

1. Your clearance of the Pre-employment Medical Examination by a Medical Officer designated by the company
2. A positive Background verification of your educational qualification(s) and employment check (if applicable).
3. Your passing of the final semester exams

Kindly accept this letter indicating your acceptance of our terms and conditions by **today, end of the day**. You are requested to submit the self-attested copy of documents mentioned below on or before your joining day.

- Documentary evidence of date of birth (PAN Card, Voter ID)
- Attested copy of all Educational Qualifications (SSC, HSC, Graduate/MBA Degree/Diploma)
- Four passport size photographs (against a white background only)
- PAN Card copy

Please note that all the above documents and information provided by you form the basis of your representation and our offer, and the same shall be subject to verification as may be required by the Company from time to time. By acceptance of this Letter of Intent, you hereby confirm that you are not subject to any ongoing restrictions or obligations, which would prevent or otherwise place limitations on your ability to join us from your designated start date.

We wish you the best and believe that you will have a fruitful and successful career with us.


REGISTRAR


Annexure : Compensation Details			
	Rupees per Month	Rupees per Annum	
Monthly Component (A)			
Basic Salary	15,942	191,304	
Management Allowance	13,262	159,145	
HRA @ 50% of Basic	7,971	95,652	
Retirals (B)			
Provident Fund @ 12% of Basic	1,913	22,956	
Gratuity @ 4.81% of Basic	767	9,204	
Total Fixed Pay (A+B)	39,855	478,261	
Variable Target (C) Variable Target Pay#	5978	71,739	Variable Pay is @ 15% of Fixed Pay
Target CTC (A+B+C)	45833	550000	
* Payout as per applicable Annual Variable Pay Plan Policy			
# Management Allowance & Target Variable Pay, inclusive of statutory bonus, if any, applicable under statute.			
As discussed and agreed under your contract of employment with Vodafone Idea Limited, it is hereby confirmed that in the compensation package the employer contribution of the Provident Fund shall be paid only on the Basic wages as specified above. Accordingly, to enable you to avail more cash component in hand in CTC, for the retrials component as the PF contribution and deductions, only the basic wage is considered and no other allowances, payments made under your terms of employment should be treated for PF contribution / deduction purposes.			

Isha Goyal

HRBP Ops - Karnataka

Vodafone Idea Limited
 (formerly Idea Cellular Limited)
 An Aditya Birla Group & Vodafone partnership
 Maruthi Infotech centre,
 Kormangala intermediate Ring Road, Amar Jyothi Layout, Domlur
 Bangalore 560071
 M: +91 9953327863 | myvi.in



Fw: Letter of Intent : Vodafone Idea Ltd (Management Trainees)

Dr. B V Prabhu-Asso.Director-Career Services and Industry Connect <bvprabhu@presidencyuniversity.in>

Fri 12/10/2021 8:29 PM

To: Vijay Kumar S L-Asst. Prof-MECH <vijaykumarsl@presidencyuniversity.in>

Best Regards

Dr. B. V. Prabhu
Associate Director
Career Services and Industry Connect
Presidency University,
Itgalpura, Rajanukunte, Yelahanka
Bengaluru 56 00 64
+919442805410
Website: www.presidencyuniversity.in

From: Mr. Sudip Dhar - DGM -Career Service & Industry Connect <sudipdhar@presidencyuniversity.in>

Sent: Friday, November 19, 2021 1:25 PM

To: Dr. B V Prabhu-Asso.Director-Career Services and Industry Connect <bvprabhu@presidencyuniversity.in>

Cc: Biswas <biswas@presidency.edu.in>; Vijay Kumar S L-Asst. Prof-MECH <vijaykumarsl@presidencyuniversity.in>

Subject: FW: Letter of Intent : Vodafone Idea Ltd (Management Trainees)

Dear Sir,

Forwarding selection email from Vodafone about selection of Shreya R.

Regards,

Sudip Dhar

From: Goyal, Isha (KAP), Vodafone Idea [mailto:isha.goyal@vodafoneidea.com]

Sent: Friday, November 19, 2021 1:17 PM

To: SHREYA R <SHREYA.20202MBA0501@presidencyuniversity.in>

Cc: Mr. Sudip Dhar - DGM -Career Service & Industry Connect <sudipdhar@presidencyuniversity.in>; Chaudhuri, Sumanta (KAP), Vodafone Idea <Sumanta.Chaudhuri@vodafoneidea.com>; Kumar, Sanjeev (KAP), Vodafone Idea <sanjeev.kumar5@vodafoneidea.com>

Subject: Letter of Intent : Vodafone Idea Ltd (Management Trainees)

To,

Shreya R

Presidency University, Bangalore.

Congratulations! Welcome to Vodafone Idea Limited!

With reference to your application and subsequent selection process, we are pleased to include you as part of the Management Trainee Program in our Organization.

On joining, you shall be designated as **Management Trainee** in the **Sales** function. Your place of posting will be informed later.

We are enclosing the details of your compensation package of **Rs. 5,50,000/annum** along with this letter of intent. A formal letter of appointment stating the terms of employment will be issued to you upon you joining us.

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Isha Goyal
HRBP Ops - Karnataka

Isha
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

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Vodafone Idea Limited
(formerly Idea Cellular Limited)
An Aditya Birla Group & Vodafone partnership
Maruthi Infotech centre,
Kormangala intermediate Ring Road, Amar Jyothi Layout, Domlur
Bangalore 560071
M: +91 9953327863| myvi.in

Connect with us

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This message has been classified **C2 – Vodafone Idea Internal** by **Goyal, Isha (KAP), Vodafone Idea** on Monday, April 19, 2021 at 5:05:51 PM.

This message has been classified **C2 – Vodafone Idea Internal** by **Goyal, Isha (KAP), Vodafone Idea** on Wednesday, May 26, 2021 at 12:55:17 PM.

This message has been classified **C2 – Vodafone Idea Internal** by **Goyal, Isha (KAP), Vodafone Idea** on Wednesday, May 26, 2021 at 1:00:43 PM.

This message has been classified **C2 – Vodafone Idea Internal** by **Goyal, Isha (KAP), Vodafone Idea** on Wednesday, June 23, 2021 at 1:25:24 PM.

This message has been classified **C2 – Vodafone Idea Internal** by **Goyal, Isha (KAP), Vodafone Idea** on Wednesday, June 23, 2021 at 1:54:55 PM.

This message has been classified **C2 – Vodafone Idea Internal** by **Goyal, Isha (KAP), Vodafone Idea** on Tuesday, October 19, 2021 at 12:47:13 PM.

This message has been classified **C2 – Vodafone Idea Internal** by **Goyal, Isha (KAP), Vodafone Idea** on Tuesday, October 19, 2021 at 1:07:56 PM.

This message has been classified **C2 – Vodafone Idea Internal** by **Goyal, Isha (KAP), Vodafone Idea** on Tuesday, October 19, 2021 at 1:19:20 PM.

This message has been classified **C2 – Vodafone Idea Internal** by **Goyal, Isha (KAP), Vodafone Idea** on Friday, November 19, 2021 at 1:17:02 PM.

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REGISTRAR


From: Goyal, Isha (AP), Vodafone Idea [mailto:isha.goyal@vodafoneidea.com]

Sent: Monday, November 22, 2021 at 2:52 PM

To: Yashaswini K <SATARUPA.20202MBA0250@presidencyuniversity.in >

Cc: Mr. Sudip Dhar - DGM -Career Service & Industry Connect <sudipdhar@presidencyuniversity.in>; Chaudhuri, Sumanta (AP), Vodafone Idea <Sumanta.Chaudhuri@vodafoneidea.com>; umar, Sanjeev (AP), Vodafone Idea <sanjeev.kumar5@vodafoneidea.com>

Subject: Letter of Intent : Vodafone Idea Ltd (Management Trainees)

To,

SATARUPA RUDRA

Presidency University, Bangalore.

Congratulations! Welcome to Vodafone Idea Limited!

With reference to your application and subsequent selection process, we are pleased to include you as part of the Management Trainee Program in our Organization.

On joining, you shall be designated as **Management Trainee** in the **Sales** function. Your place of posting will be informed later.

We are enclosing the details of your compensation package of **Rs. 5,50,000/annum** along with this letter of intent. A formal letter of appointment stating the terms of employment will be issued to you upon you joining us.

This Letter of Intent is subject to you satisfying the following:

1. Your clearance of the Pre-employment Medical Examination by a Medical Officer designated by the company
2. A positive Background verification of your educational qualification(s) and employment check (if applicable).
3. Your passing of the final semester exams

Kindly accept this letter indicating your acceptance of our terms and conditions by **today, end of the day**. You are requested to submit the self-attested copy of documents mentioned below on or before your joining day.

- Documentary evidence of date of birth (PAN Card, Voter ID)
- Attested copy of all Educational Qualifications (SSC, HSC, Graduate/MBA Degree/Diploma)
- Four passport size photographs (against a white background only)
- PAN Card copy

Please note that all the above documents and information provided by you form the basis of your representation and our offer, and the same shall be subject to verification as may be required by the Company from time to time. By acceptance of this Letter of Intent, you hereby confirm that you are not subject to any ongoing restrictions or obligations, which would prevent or otherwise place limitations on your ability to join us from your designated start date.

We wish you the best and believe that you will have a fruitful and successful career with us.


REGISTRAR


Annexure : Compensation Details			
	Rupees per Month	Rupees per Annum	
Monthly Component (A)			
Basic Salary	15,942	191,304	
Management Allowance	13,262	159,145	
HRA @ 50% of Basic	7,971	95,652	
Retirals (B)			
Provident Fund @ 12% of Basic	1,913	22,956	
Gratuity @ 4.81% of Basic	767	9,204	
Total Fixed Pay (A+B)	39,855	478,261	
Variable Target (C) Variable Target Pay#	5978	71,739	Variable Pay is @ 15% of Fixed Pay
Target CTC (A+B+C)	45833	550000	
* Payout as per applicable Annual Variable Pay Plan Policy			
# Management Allowance & Target Variable Pay, inclusive of statutory bonus, if any, applicable under statute.			
As discussed and agreed under your contract of employment with Vodafone Idea Limited, it is hereby confirmed that in the compensation package the employer contribution of the Provident Fund shall be paid only on the Basic wages as specified above. Accordingly, to enable you to avail more cash component in hand in CTC, for the retrials component as the PF contribution and deductions, only the basic wage is considered and no other allowances, payments made under your terms of employment should be treated for PF contribution / deduction purposes.			

Isha Goyal

HRBP Ops - Karnataka

Vodafone Idea Limited
 (formerly Idea Cellular Limited)
 An Aditya Birla Group & Vodafone partnership
 Maruthi Infotech centre,
 Kormangala intermediate Ring Road, Amar Jyothi Layout, Domlur
 Bangalore 560071
 M: +91 9953327863 | myvi.in





Offer Letter

Date : Monday, December 20, 2021

Dear **Ramanath Bhat**,

Congratulations on your decision to be a BYJUITE! At BYJU'S, we are on a mission to help students fall in love with learning across the world. We create learning journeys for every student that address their unique needs and make them lifelong learners. We hope your contributions and passion would help us achieve this mission.

It gives us immense pleasure to formalize your offer and appointment for the position of **Future Leader - Marketing** at Think and Learn Private Limited (hereafter referred to as 'BYJU'S' or 'Company') in the **Marketing (51000013)** department subject to your acceptance of the terms of employment mentioned in this letter. The letter includes details of your compensation structure, probation and notice periods (*Annexure A*). As you read through the details, please feel free to reach out to the recruiter who managed your process, with any questions or concerns.

Your date of joining at BYJU'S is **Friday, April 15, 2022**. Your onboarding details will be communicated by BYJU'S Onboarding Team post acceptance of the offer. In case you do not report at your job on or prior to Friday, April 15, 2022, the offer shall be deemed to be rejected by you. *Please accept this offer in our HR portal so that we can initiate your onboarding process.* Once initiated, you will be receiving an email confirmation for the same. In case you do not acknowledge and accept this offer letter on the HR portal within two working days, the offer would stand withdrawn.

Position Details and Compensation Overview

Designation	Future Leader - Marketing
Department	Marketing (51000013)
Employment Type	Regular
Work Location	Hubli

Fixed Compensation: ₹ 800000

Variable Compensation: ₹ 300000

Total Annual Cost to Company : ₹ 1100000

Details of bonuses (if any) are mentioned in Annexure A. You are requested to join the services of the Company not later than Friday, April 15, 2022, failing which you may please consider the offer to be withdrawn unless an extension to the date of joining has been mutually agreed in writing. You are requested to signify your acceptance of this letter by accepting the offer on our HR portal and signing and returning to us the duplicate copy of this letter on your day of Onboarding.

The terms of your employment contract are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately. We take this opportunity to thank you for the interest you have shown in our organization and look forward to welcoming you on board for a fruitful career with us. We are certain that you will find challenge, satisfaction, and opportunity in your association with the Company.

Best Regards,



Deeptha A R
Head – Human Resources
Think & Learn Pvt. Ltd



Annexure - A

Compensation Details	
Name	Ramanath Bhat
Designation	Future Leader - Marketing
Date Of Joining	Friday, April 15, 2022
Annual Cost To Company(CTC)	₹ 1100000
Fixed Compensation	₹ 800000
Variable Compensation	₹ 300000
Earnings	
Component Category	Annual
Basic Pay	₹400,000.00
House Rent Allowance	₹200,000.00
PF (Employer Part)	₹21,600.00
Leave Travel Allowance	₹84,000.00
Special Allowance	₹94,400.00
ESIC Employer Contribution	₹0.00
Statutory Bonus	₹0.00
Total Annual Earnings (Fixed CTC - Company PF Contribution)	₹778,400.00
Deductions	
PF (Employee's Part)	₹21,600.00
ESIC Employee Contribution	₹0.00
Professional Tax	As per Rules
TDS	As per Rules
Total Annual Net Pay (Before Taxes)*	₹756,800.00

*Income Tax and Professional Tax would be deducted from the Total Annual Net Pay basis the government rules. Your takehome salary would be Total Annual Net Pay - Taxes.

Bonuses (As Applicable)

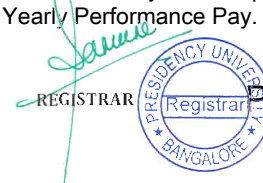
Joining Bonus : ₹ 0 Retention Bonus : ₹ 0 Relocation Bonus : ₹ 0

1. The Income Tax liability regarding your salary and perks will be governed by the taxation laws of the country as applicable from time to time.

2. The company shall be entitled to deduct, from the above remuneration payable to you, the following contractual, statutory, and compulsory deductions:

- Provident Fund
- Income tax deducted at source at the rates applicable
- Employment/Professional taxes
- Dues to the company including loans and advances
- Or any other applicable statutory deductions

3. Variable pay, if applicable, will be paid based on your performance and the company's performance for the year. The payment is subject to your being active (not serving notice) on the company rolls on the date of announcement of the Yearly Performance Pay.



4. Benefits – All the full-time regular employees of the Company are eligible for our employee benefits program effective from their Date of Joining.

You would be entitled to avail the below-mentioned benefits, which are governed by the prevailing company policy. More details regarding benefits and related policies will be available on the HR Portal after the onboarding formalities are completed

- Leaves
- Employee Medical Insurance
- Employee Personal Accidental Insurance
- Flexible Work From Home Options (for applicable roles)
- Employee Wellness (BYJU'S Let's Talk Initiative - 24 Hour one-on-one counselling from experts)
- Personal Developmental Workshops and Events
- Gratuity, as per government rules

5. Joining Bonus will be paid only after successful completion of 1 Month with the company. The payment shall be disbursed in the next immediate salary cycle. In the event of you resigning from the services of the Company on your own accord within 1 Year of employment, you will be required to pay BYJU'S the full amount of the Joining Bonus received.

This clause is applicable only if the Joining Bonus component in the above structure is non-zero.

6. Retention Bonus will be paid only after successful completion of 1 Month with the company. The payment shall be disbursed in the next immediate salary cycle, provided you are not serving the notice period and your performance for the year is deemed satisfactory.

This clause is applicable only if the Retention Bonus component in the above structure is non-zero.

7. Relocation Bonus will be paid only after successful completion of 1 Month with the company. It would be paid along with the next immediate salary cycle. In the event of you resigning from the services of the Company on your own accord within one year of employment, you will be required to pay BYJU'S the full amount of the Relocation Bonus received. This clause is applicable only if the Relocation Bonus component in the above structure is non-zero.

8. Probation – On joining the Company you shall be on probation for 60 days. During this period, your employment may be terminated by giving 2 days' notice. You are also at liberty to resign from the services of the Company by giving 2 days' notice in writing. Further, unless otherwise communicated to you in writing, your services shall stand confirmed at the end of the period of probation. You hereby agree and acknowledge that, in the event that you resign from the services of the Company within 30 (thirty) days from the date of signing this letter, you will not be entitled to receive an experience letter from the company.

9. Separation and Notice Period – After confirmation of your appointment at the end of your period of probation, your services may be terminated in the following manner

- In the event of your resignation from the services of the Company, where you will be required to give the Company 60 days' written notice, the notice period has to be served in full unless otherwise agreed mutually in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in the future. You shall, on ceasing to be the employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.
- The Company will be entitled to terminate your services by giving you 60 days of notice in writing, or by payment of 60 days of salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 60 days of notice in writing or 60 days of salary in lieu of such notice.
- In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies, or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss/damage/disrepute to the Company/associates, your termination will be immediate and without any notice or compensation.


REGISTRAR




IndiaMART InterMESH Ltd.
Assotech Business Cresterra, Plot No.22,
Tower 2, Floor No.6, Sector - 135, Noida,UP
Call Us: +91 - 9696969696
E: customercare@indiamart.com
Website: www.indiamart.com

Letter of Intent-Final Placement

Date: December 18, 2021

Dear Vishal G Shetty,

We are pleased to make an offer to you with IndiaMART InterMESH Ltd.as follows:

Position-Executive–Client Servicing (FSF)

CTC- 4,00,000/-LPA

Location–Pan India

An offer letter will be issued to you post successful completion of your documentation.

In order to facilitate the above, you are required to submit the documents listed in the Annexure.

Kindly sign and return a copy of this letter as a token of your acceptance.

Yours Sincerely

Madhup Agarwal

National Head, HR



Documents required for issuing the offer letter

We request you to send the below listed documents at sablok.ritika@indiamart.com as they are mandatory for our records and are necessary for the completion of joining formalities so that we can issue the offer letter to you.

1. PAN Card(*Please apply if you do not possess one and share acknowledgement with us*)
2. Aadhar Card (*Please apply if you do not possess one and share acknowledgement with us*)
3. Valid Driving License and 2-Wheeler RC
4. 10thMarksheet
5. 12thMarksheet
6. All semester wise marksheet for Graduation (*in case of any backlog, please share all marksheets*)
7. All semester wise marksheet for Post-Graduation
8. No Objection Certificate from College/Institutor Provisional Degree
9. Laptop Declaration Form

Should you have any queries, please feel free to contact Ms. Ritika Sablok@7067085817.

I accept the terms conditions of this offer

(Candidate's Signature)

Name and Date



Letter of Intent-Final Placement

Date: December 18, 2021

Dear Suryaprakash Vadigichetty,

We are pleased to make an offer to you with IndiaMART InterMESH Ltd.as follows:

Position-Executive–Client Servicing (FSF)

CTC- 4,00,000/-LPA

Location–Pan India

An offer letter will be issued to you post successful completion of your documentation.

In order to facilitate the above, you are required to submit the documents listed in the Annexure.

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Yours Sincerely

Madhup Agarwal

National Head, HR

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Should you have any queries, please feel free to contact Ms. Ritika Sablok@7067085817.

I accept the terms conditions of this offer

(Candidate's Signature)

Name and Date



Letter of Intent-Final Placement

Date: December 18, 2021

Dear Mohammed Saadath,

We are pleased to make an offer to you with IndiaMART InterMESH Ltd. as follows:

Position-Executive-Client Acquisition

CTC- 3,30,000/-LPA

Location-Pan India

An offer letter will be issued to you post successful completion of your documentation.

In order to facilitate the above, you are required to submit the documents listed in the Annexure.

Kindly sign and return a copy of this letter as a token of your acceptance.

Yours Sincerely,

Madhup Agrawal

VP -Human Resources



Documents required for issuing the offer letter

We request you to send the below listed documents at dalal.nisha@indiamart.com as they are mandatory for our records and are necessary for the completion of joining formalities so that we can issue the offer letter to you.

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- 7) All semester wise mark sheet for Post-Graduation
- 8) No Objection Certificate from College/Institute or Provisional Degree

Should you have any queries, please feel free to contact Ms. Nisha Dalal @ 7404570907

I accept the terms conditions of this offer

(Candidate's Signature)

Name and Date



Letter of Intent-Final Placement

Date: December 18, 2021

Dear Deekshith Hari,

We are pleased to make an offer to you with IndiaMART InterMESH Ltd. as follows:

Position-Executive-Client Acquisition

CTC- 3,30,000/-LPA

Location-Pan India

An offer letter will be issued to you post successful completion of your documentation.

In order to facilitate the above, you are required to submit the documents listed in the Annexure.

Kindly sign and return a copy of this letter as a token of your acceptance.

Yours Sincerely,

Madhup Agrawal

VP -Human Resources



Documents required for issuing the offer letter

We request you to send the below listed documents at dalal.nisha@indiamart.com as they are mandatory for our records and are necessary for the completion of joining formalities so that we can issue the offer letter to you.

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- 7) All semester wise mark sheet for Post-Graduation
- 8) No Objection Certificate from College/Institute or Provisional Degree

Should you have any queries, please feel free to contact Ms. Nisha Dalal @ 7404570907

I accept the terms conditions of this offer

(Candidate's Signature)

Name and Date



Letter of Intent-Final Placement

Date: December 18, 2021

Dear Martin Rodrigues,

We are pleased to make an offer to you with IndiaMART InterMESH Ltd. as follows:

Position-Executive-Client Acquisition

CTC- 3,30,000/-LPA

Location-Pan India

An offer letter will be issued to you post successful completion of your documentation.

In order to facilitate the above, you are required to submit the documents listed in the Annexure.

Kindly sign and return a copy of this letter as a token of your acceptance.

Yours Sincerely,

Madhup Agrawal

VP -Human Resources



Documents required for issuing the offer letter

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Should you have any queries, please feel free to contact Ms. Nisha Dalal @ 7404570907

I accept the terms conditions of this offer

(Candidate's Signature)

Name and Date



IndiaMART InterMESH Ltd.
Assotech Business Cresterra, Plot No.22,
Tower 2, Floor No.6, Sector - 135, Noida,UP
Call Us: +91 - 9696969696
E: customercare@indiamart.com
Website: www.indiamart.com

Letter of Intent-Final Placement

Date: December 17, 2021

Dear Shridhar S,

We are pleased to make an offer to you with IndiaMART InterMESH Ltd.as follows:

Position-Executive–Client Servicing (FSF)

CTC- 4,00,000/-LPA

Location–Pan India

An offer letter will be issued to you post successful completion of your documentation.

In order to facilitate the above, you are required to submit the documents listed in the Annexure.

Kindly sign and return a copy of this letter as a token of your acceptance.

Yours Sincerely

Madhup Agarwal

National Head, HR



Documents required for issuing the offer letter

We request you to send the below listed documents at sablok.ritika@indiamart.com as they are mandatory for our records and are necessary for the completion of joining formalities so that we can issue the offer letter to you.

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7. All semester wise marksheet for Post-Graduation
8. No Objection Certificate from College/Institutor Provisional Degree
9. Laptop Declaration Form

Should you have any queries, please feel free to contact Ms. Ritika Sablok@7067085817.

I accept the terms conditions of this offer

(Candidate's Signature)

Name and Date



Letter of Intent-Final Placement

Date: December 18, 2021

Dear Arjun Raj k,

We are pleased to make an offer to you with IndiaMART InterMESH Ltd. as follows:

Position-Executive-Client Acquisition

CTC- 3,30,000/-LPA

Location-Pan India

An offer letter will be issued to you post successful completion of your documentation.

In order to facilitate the above, you are required to submit the documents listed in the Annexure.

Kindly sign and return a copy of this letter as a token of your acceptance.

Yours Sincerely,

Madhup Agrawal

VP –Human Resources



Documents required for issuing the offer letter

We request you to send the below listed documents at dalal.nisha@indiamart.com as they are mandatory for our records and are necessary for the completion of joining formalities so that we can issue the offer letter to you.

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- 8) No Objection Certificate from College/Institute or Provisional Degree

Should you have any queries, please feel free to contact Ms. Nisha Dalal @ 7404570907

I accept the terms conditions of this offer

(Candidate's Signature)

Name and Date



Letter of Intent-Final Placement

Date: December 18, 2021

Dear NIKHIL.S,

We are pleased to make an offer to you with IndiaMART InterMESH Ltd. as follows:

Position-Executive–Client Acquisition

CTC- 3,30,000/-LPA

Location–Pan India

An offer letter will be issued to you post successful completion of your documentation.

In order to facilitate the above, you are required to submit the documents listed in the Annexure.

Kindly sign and return a copy of this letter as a token of your acceptance.

Yours Sincerely,

Madhup Agrawal

VP –Human Resources



Documents required for issuing the offer letter

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Should you have any queries, please feel free to contact Ms. Nisha Dalal @ 7404570907

I accept the terms conditions of this offer

(Candidate's Signature)

Name and Date



Letter of Intent-Final Placement

Date: December 18, 2021

Dear Chandan v,

We are pleased to make an offer to you with IndiaMART InterMESH Ltd. as follows:

Position-Executive-Client Acquisition

CTC- 3,30,000/-LPA

Location-Pan India

An offer letter will be issued to you post successful completion of your documentation.

In order to facilitate the above, you are required to submit the documents listed in the Annexure.

Kindly sign and return a copy of this letter as a token of your acceptance.

Yours Sincerely,

Madhup Agrawal

VP -Human Resources



Documents required for issuing the offer letter

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Should you have any queries, please feel free to contact Ms. Nisha Dalal @ 7404570907

I accept the terms conditions of this offer

(Candidate's Signature)

Name and Date



Letter of Intent-Final Placement

Date: December 17, 2021

Dear Babavalli G A,

We are pleased to make an offer to you with IndiaMART InterMESH Ltd.as follows:

Position-Executive–Client Servicing (FSF)

CTC- 4,00,000/-LPA

Location–Pan India

An offer letter will be issued to you post successful completion of your documentation.

In order to facilitate the above, you are required to submit the documents listed in the Annexure.

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Yours Sincerely

Madhup Agarwal

National Head, HR

Documents required for issuing the offer letter

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8. No Objection Certificate from College/Institutor Provisional Degree
9. Laptop Declaration Form

Should you have any queries, please feel free to contact Ms. Ritika Sablok@7067085817.

I accept the terms conditions of this offer

(Candidate's Signature)

Name and Date



Letter of Intent-Final Placement

Date: December 18, 2021

Dear Mohammed Anas,

We are pleased to make an offer to you with IndiaMART InterMESH Ltd. as follows:

Position-Executive-Client Acquisition

CTC- 3,30,000/-LPA

Location-Pan India

An offer letter will be issued to you post successful completion of your documentation.

In order to facilitate the above, you are required to submit the documents listed in the Annexure.

Kindly sign and return a copy of this letter as a token of your acceptance.

Yours Sincerely,

Madhup Agrawal

VP -Human Resources



Documents required for issuing the offer letter

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- 5) 12thMarksheet
- 6) All semester wise mark sheet for Graduation (in case of any backlog, please share all mark sheets)
- 7) All semester wise mark sheet for Post-Graduation
- 8) No Objection Certificate from College/Institute or Provisional Degree

Should you have any queries, please feel free to contact Ms. Nisha Dalal @ 7404570907

I accept the terms conditions of this offer

(Candidate's Signature)

Name and Date



Letter of Intent-Final Placement

Date: December 18, 2021

Dear Vivek Jithesh Cardoza,

We are pleased to make an offer to you with IndiaMART InterMESH Ltd. as follows:

Position-Executive-Client Acquisition

CTC- 3,30,000/-LPA

Location-Pan India

An offer letter will be issued to you post successful completion of your documentation.

In order to facilitate the above, you are required to submit the documents listed in the Annexure.

Kindly sign and return a copy of this letter as a token of your acceptance.

Yours Sincerely,

Madhup Agrawal

VP –Human Resources



Documents required for issuing the offer letter

We request you to send the below listed documents at dalal.nisha@indiamart.com as they are mandatory for our records and are necessary for the completion of joining formalities so that we can issue the offer letter to you.

- 1) PAN Card(*Please apply if you do not possess one and share acknowledgement with us*)
- 2) Aadhar Card(*Please apply if you do not possess one and share acknowledgement with us*)
- 3) Valid Driving License and 2-Wheeler RC
- 4) 10thMarksheet
- 5) 12thMarksheet
- 6) All semester wise mark sheet for Graduation (in case of any backlog, please share all mark sheets)
- 7) All semester wise mark sheet for Post-Graduation
- 8) No Objection Certificate from College/Institute or Provisional Degree

Should you have any queries, please feel free to contact Ms. Nisha Dalal @ 7404570907

I accept the terms conditions of this offer

(Candidate's Signature)

Name and Date



Letter of Intent-Final Placement

Date: December 18, 2021

Dear Gnanesh S,

We are pleased to make an offer to you with IndiaMART InterMESH Ltd. as follows:

Position-Executive-Client Acquisition

CTC- 3,30,000/-LPA

Location-Pan India

An offer letter will be issued to you post successful completion of your documentation.

In order to facilitate the above, you are required to submit the documents listed in the Annexure.

Kindly sign and return a copy of this letter as a token of your acceptance.

Yours Sincerely,

Madhup Agrawal

VP -Human Resources



Documents required for issuing the offer letter

We request you to send the below listed documents at dalal.nisha@indiamart.com as they are mandatory for our records and are necessary for the completion of joining formalities so that we can issue the offer letter to you.

- 1) PAN Card(*Please apply if you do not possess one and share acknowledgement with us*)
- 2) Aadhar Card(*Please apply if you do not possess one and share acknowledgement with us*)
- 3) Valid Driving License and 2-Wheeler RC
- 4) 10thMarksheet
- 5) 12thMarksheet
- 6) All semester wise mark sheet for Graduation (in case of any backlog, please share all mark sheets)
- 7) All semester wise mark sheet for Post-Graduation
- 8) No Objection Certificate from College/Institute or Provisional Degree

Should you have any queries, please feel free to contact Ms. Nisha Dalal @ 7404570907

I accept the terms conditions of this offer

(Candidate's Signature)

Name and Date



Letter of Intent-Final Placement

Date: December 18, 2021

Dear Mohammed Fareedulla Fareed,

We are pleased to make an offer to you with IndiaMART InterMESH Ltd. as follows:

Position-Executive-Client Acquisition

CTC- 3,30,000/-LPA

Location-Pan India

An offer letter will be issued to you post successful completion of your documentation.

In order to facilitate the above, you are required to submit the documents listed in the Annexure.

Kindly sign and return a copy of this letter as a token of your acceptance.

Yours Sincerely,

Madhup Agrawal

VP -Human Resources



Documents required for issuing the offer letter

We request you to send the below listed documents at dalal.nisha@indiamart.com as they are mandatory for our records and are necessary for the completion of joining formalities so that we can issue the offer letter to you.

- 1) PAN Card(*Please apply if you do not possess one and share acknowledgement with us*)
- 2) Aadhar Card(*Please apply if you do not possess one and share acknowledgement with us*)
- 3) Valid Driving License and 2-Wheeler RC
- 4) 10thMarksheet
- 5) 12thMarksheet
- 6) All semester wise mark sheet for Graduation (in case of any backlog, please share all mark sheets)
- 7) All semester wise mark sheet for Post-Graduation
- 8) No Objection Certificate from College/Institute or Provisional Degree

Should you have any queries, please feel free to contact Ms. Nisha Dalal @ 7404570907

I accept the terms conditions of this offer

(Candidate's Signature)

Name and Date



Letter of Intent-Final Placement

Date: December 18, 2021

Dear SREERAG K,

We are pleased to make an offer to you with IndiaMART InterMESH Ltd. as follows:

Position-Executive-Client Acquisition

CTC- 3,30,000/-LPA

Location-Pan India

An offer letter will be issued to you post successful completion of your documentation.

In order to facilitate the above, you are required to submit the documents listed in the Annexure.

Kindly sign and return a copy of this letter as a token of your acceptance.

Yours Sincerely,

Madhup Agrawal

VP -Human Resources



Documents required for issuing the offer letter

We request you to send the below listed documents at dalal.nisha@indiamart.com as they are mandatory for our records and are necessary for the completion of joining formalities so that we can issue the offer letter to you.

- 1) PAN Card(*Please apply if you do not possess one and share acknowledgement with us*)
- 2) Aadhar Card(*Please apply if you do not possess one and share acknowledgement with us*)
- 3) Valid Driving License and 2-Wheeler RC
- 4) 10thMarksheet
- 5) 12thMarksheet
- 6) All semester wise mark sheet for Graduation (in case of any backlog, please share all mark sheets)
- 7) All semester wise mark sheet for Post-Graduation
- 8) No Objection Certificate from College/Institute or Provisional Degree

Should you have any queries, please feel free to contact Ms. Nisha Dalal @ 7404570907

I accept the terms conditions of this offer

(Candidate's Signature)

Name and Date

FW: Employment Offer-Ms. Navya D

Mr. Sudip Dhar - DGM -Career Service & Industry Connect
<sudipdhar@presidencyuniversity.in>

Mon 1/10/2022 12:51 PM

To: Vijay Kumar S L-Asst. Prof-MECH <vijaykumarsl@presidencyuniversity.in>
Cc: Dr. B V Prabhu-Asso.Director-Career Services and Industry Connect
<bvprabhu@presidencyuniversity.in>

FYI Vijay.

From: Mr. Sudip Dhar - DGM -Career Service & Industry Connect
Sent: Monday, December 13, 2021 10:13 AM
To: Chandana Paul HR Manager <hr@royaloakindia.com>
Cc: Vidya Bhushan Dewangan HR Head <hrm@royaloakindia.com>; Madhu Jogavari HR Manager <hrd@royaloakindia.com>; Dinta HR - Assistant Manager-Talent Acquisition <careers@royaloakindia.com>; Dr. B V Prabhu-Asso.Director-Career Services and Industry Connect <bvprabhu@presidencyuniversity.in>
Subject: RE: Employment Offer-Ms. Navya D

Dear Ms. Chandana,

As discussed, there is a slight change in the academic curriculum. The Final Term exam has been preponed to 1st week of February instead of April, hence our students can join from 10th February onward.

Post joining they would not require any more leaves as they would be getting done with all their classroom commitments.

Regards,

Sudip Dhar

From: Chandana Paul HR Manager [<mailto:hr@royaloakindia.com>]
Sent: Monday, December 13, 2021 10:05 AM
To: navyanaik345@gmail.com
Cc: Mr. Sudip Dhar - DGM -Career Service & Industry Connect
<sudipdhar@presidencyuniversity.in>; Vidya Bhushan Dewangan HR Head



<hrm@royaloakindia.com>; Madhu Jogavari HR Manager

<hrd@royaloakindia.com>; Dinta HR - Assistant Manager- Talent Acquisition

<careers@royaloakindia.com>

Subject: Employment Offer-Ms. Navya D

Dear Navya D,

With reference to the interview, you had with us, we are pleased to offer you a position of “ **Management Trainee at Grade G6 A**” as per the terms & conditions already discussed with you.

Your annual compensation is **Rs. 4,38,000 /- (Rupees Four Lakhs Thirty Eight Thousand Only)** , and will be subject to other deductions as per company policies and practices.

A formal appointment letter with all the terms & conditions will be issued to you at the time of your joining. We request you to bring following documents at the time of reporting to duty. Royaloak reserves the right to withdraw this offer in event of an adverse finding during the reference check in your respect and pertaining to the disclosure in your resume.

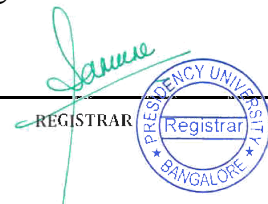
- Duly filled Employment Application Form.
- Passport size photographs with white background (5 nos) .
- Original certificates / testimonials for verification & return.
- Relieving letter from the immediate past employer (Not applicable for fresher).
- Latest pay slips (Not applicable for fresher).
- PAN Card copy.
- Photo ID proof and address proof (Election Card / Driving License / Aadhar Card / Passport).

In case any of the above documents are already submitted, please ignore the same and submit the remaining documents while joining.

Your joining date will be on **01st Jan 2022 at Banaswadi, Bangalore Location at 9:30 AM**. It may be noted that if you do not report for duty as discussed, it will be deemed that you are not interested in our offer and will stand automatically withdrawn with effect from the said date. Kindly confirm the acceptance of this offer by acknowledging the same as a token of acceptance of this offer letter.

Name:

Navya D



Location: Bangalore

Unit: CEO's Office

ANNEXURE -A

		Salary Components
i	Compensation	Basic
		House Rent Allowance
		Conveyance Allowance
		Medical Allowance
		Statutory Bonus
		Special Allowance
		Gross Salary (A)
ii	Deductions	Employee Contribution - PF
		Employee Contribution - ESIC
		Professional Tax
		Total Deduction (B)
iii	Fixed Benefits	Employer Contribution - PF
		Employer Contribution - ESIC
		Total Fixed (C)
		Cost to Company (A + C)
		Monthly Net Pay (A- B) before Income Tax (If an
iv	Variable Pay Performance Incentive	Performance Incentive (D)
		Total Cost to Company (A+C+D)

Note:

- 1) Gratuity is payable as per the provisions of Payment of Gratuity Act,1972
- 2) Incentive is subject to target v/s achievement based on Organizational Policy and Pro



Thank You,

Chandana Paul

HR Manager | Royaloak Incorporation Pvt Ltd

E : hr@royaloakindia.com

Mob: 9739490519

#15/1,Outer Ring Road, Dodda Banaswadi,
Bangalore-560043

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FW: Employment Offer-Ms. Mahalakshmi K N, Management Trainee, Bangalore

Mr. Sudip Dhar - DGM -Career Service & Industry Connect
<sudipdhar@presidencyuniversity.in>

Fri 1/7/2022 4:22 PM

To: Vijay Kumar S L-Asst. Prof-MECH <vijaykumarsl@presidencyuniversity.in>

Cc: Dr. B V Prabhu-Asso.Director-Career Services and Industry Connect
<bvprabhu@presidencyuniversity.in>

Dear Vijay,

Forwarding offer letter of mahalkshmi placed in Royal oak.

Regards,

Sudip Dhar

From: Chandana Paul HR Manager [mailto:hr@royaloakindia.com]

Sent: Friday, January 7, 2022 4:20 PM

To: mahalakshmireddy92@gmail.com

Cc: Vidya Bhushan Dewangan HR Head <hrm@royaloakindia.com>; Madhu Jogavari HR Manager <hrd@royaloakindia.com>; Dinta HR - Assistant Manager-Talent Acquisition <careers@royaloakindia.com>; Mr. Sudip Dhar - DGM -Career Service & Industry Connect <sudipdhar@presidencyuniversity.in>

Subject: Employment Offer-Ms. Mahalakshmi K N, Management Trainee, Bangalore

Dear Mahalakshmi K N

With reference to the interview, you had with us, we are pleased to offer you a position of “ **Management Trainee at Grade G6 A**” as per the terms & conditions already discussed with you.

Your annual compensation is **Rs. 3,18,000 /- (Rupees Three Lakhs Eighteen Thousand Only)**, and will be subject to other deductions as per company policies and practices.

A formal appointment letter with all the terms & conditions will be issued to you at the time of your joining. We request you to bring following



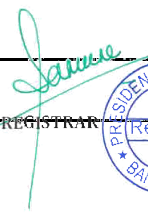

documents at the time of reporting to duty. Royaloak reserves the right to withdraw this offer in event of an adverse finding during the reference check in your respect and pertaining to the disclosure in your resume.

- Duly filled Employment Application Form.
- Passport size photographs with white background (5 nos) .
- Original certificates / testimonials for verification & return.
- Relieving letter from the immediate past employer (Not applicable for fresher).
- Latest pay slips (Not applicable for fresher).
- PAN Card copy.
- Photo ID proof and address proof (Election Card / Driving License / Aadhar Card / Passport).

In case any of the above documents are already submitted, please ignore the same and submit the remaining documents while joining.

Your joining date will be on **12th Jan 2022 at Banaswadi Location at 10:00 am**. It may be noted that if you do not report for duty as discussed, it will be deemed that you are not interested in our offer and will stand automatically withdrawn with effect from the said date. Kindly confirm the acceptance of this offer by acknowledging the same as a token of acceptance of this offer letter.

Name:	Mahalakshmi K N	
Location:	Bangalore	
Designation:	Management Trainee	
ANNEXURE -A		
		Salary Components
i	Compensation	
		Basic
		House Rent Allowance
		Conveyance Allowance
		Medical Allowance
		Statutory Bonus

		Special Allowance
		Gross Salary (A)
ii	Deductions	Employee Contribution - PF
		Employee Contribution - ESIC
		Professional Tax
		Total Deduction (B)
iii	Fixed Benefits	Employer Contribution - PF
		Employer Contribution - ESIC
		Total Fixed (C)
		Cost to Company (A + C)
		Monthly Net Pay (A- B) before Income Tax (If any)
iv	Variable Pay Performance Incentive	Performance Incentive (D)
		Total Cost to Company (A+C+D)
<p>Note:</p> <p>1) Gratuity is payable as per the provisions of Payment of Gratuity Act,1972</p> <p>2) Incentive is subject to target v/s achievement based on Organizational Policy and Pro</p>		

Regards,

Chandana Paul

HR Manager | Royaloak Incorporation Pvt Ltd

E : hr@royaloakindia.com

Mob: 9739490519



#15/1,Outer Ring Road, Dodda Banaswadi,
Bangalore-560043

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REGISTRAR 

FW: Employment Offer-Ms. M. Hima Bindu

Mr. Sudip Dhar - DGM -Career Service & Industry Connect
<sudipdhar@presidencyuniversity.in>

Mon 01/10/2022 01:20 PM

To: Vijay Kumar S L-Asst. Prof-MECH <vijaykumarsl@presidencyuniversity.in>
Cc: Dr. B V Prabhu-Asso.Director-Career Services and Industry Connect
<bvprabhu@presidencyuniversity.in>

FYI Vijay.

From: Mr. Sudip Dhar - DGM -Career Service & Industry Connect

Sent: Monday, December 13, 2021 11:18 AM

To: Chandana Paul HR Manager <hr@royaloakindia.com>

Cc: Vidya Bhushan Dewangan HR Head <hrm@royaloakindia.com>; Madhu Jogavari HR Manager <hrd@royaloakindia.com>; Dinta HR - Assistant Manager-Talent Acquisition <careers@royaloakindia.com>; Dr. B V Prabhu-Asso.Director-Career Services and Industry Connect <bvprabhu@presidencyuniversity.in>

Subject: RE: Employment Offer-Ms. M. HimaBindu

Dear Ms. Chandana,

As discussed, there is a slight change in the academic curriculum. The Final Term exam has been preponed to 1st week of February instead of April, hence our students can join from 10th February onward.

Post joining they would not require any more leaves as they would be getting done with all their classroom commitments.

Regards,

Sudip Dhar

From: Chandana Paul HR Manager [<mailto:hr@royaloakindia.com>]

Sent: Monday, December 13, 2021 11:50 AM

To: himamallidi22@gmail.com

Cc: Mr. Sudip Dhar - DGM -Career Service & Industry Connect
<sudipdhar@presidencyuniversity.in>; Vidya Bhushan Dewangan HR
Head



<hrm@royaloakindia.com>; Madhu Jogavari HR Manager

<hrd@royaloakindia.com>; Dinta HR - Assistant Manager- Talent Acquisition

<careers@royaloakindia.com>

Subject: Employment Offer-Ms. M. Hima Bindu

Dear M. Hima Bindu,

With reference to the interview, you had with us, we are pleased to offer you a position of “ **Management Trainee at Grade G6 A**” as per the terms & conditions already discussed with you.

Your annual compensation is **Rs. 4,38,000 /- (Rupees Four Lakhs Thirty Eight Thousand Only)** , and will be subject to other deductions as per company policies and practices.

A formal appointment letter with all the terms & conditions will be issued to you at the time of your joining. We request you to bring following documents at the time of reporting to duty. Royaloak reserves the right to withdraw this offer in event of an adverse finding during the reference check in your respect and pertaining to the disclosure in your resume.

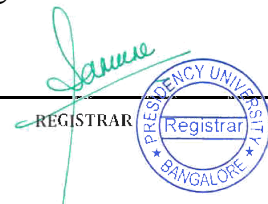
- Duly filled Employment Application Form.
- Passport size photographs with white background (5 nos) .
- Original certificates / testimonials for verification & return.
- Relieving letter from the immediate past employer (Not applicable for fresher).
- Latest pay slips (Not applicable for fresher).
- PAN Card copy.
- Photo ID proof and address proof (Election Card / Driving License / Aadhar Card / Passport).

In case any of the above documents are already submitted, please ignore the same and submit the remaining documents while joining.

Your joining date will be on **01st Jan 2022 at Banaswadi, Bangalore Location at 9:30 AM**. It may be noted that if you do not report for duty as discussed, it will be deemed that you are not interested in our offer and will stand automatically withdrawn with effect from the said date. Kindly confirm the acceptance of this offer by acknowledging the same as a token of acceptance of this offer letter.

Name:

M. Hima Bindu



Location: Bangalore

Unit: CEO's Office

ANNEXURE -A

Salary Components

i	Compensation	Basic
		House Rent Allowance
		Conveyance Allowance
		Medical Allowance
		Statutory Bonus
		Special Allowance
		Gross Salary (A)

ii	Deductions	Employee Contribution - PF
		Employee Contribution - ESIC
		Professional Tax
		Total Deduction (B)

iii	Fixed Benefits	Employer Contribution - PF
		Employer Contribution - ESIC
		Total Fixed (C)

	Cost to Company (A + C)
	Monthly Net Pay (A- B) before Income Tax (If an

iv	Variable Pay Performance Incentive	Performance Incentive (D)
		Total Cost to Company (A+C+D)

Note:

- 1) Gratuity is payable as per the provisions of Payment of Gratuity Act,1972
- 2) Incentive is subject to target v/s achievement based on Organizational Policy and Pro



Thank You,

Chandana Paul

HR Manager | Royaloak Incorporation Pvt Ltd

E : hr@royaloakindia.com

Mob: 9739490519

#15/1,Outer Ring Road, Dodda Banaswadi,
Bangalore-560043

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FW: Employment Offer-Akshay Bhosale

Mr. Sudip Dhar - DGM -Career Service & Industry Connect
<sudipdhar@presidencyuniversity.in>

Mon 1/10/2022 12:51 PM

To: Vijay Kumar S L-Asst. Prof-MECH <vijaykumarsl@presidencyuniversity.in>
Cc: Dr. B V Prabhu-Asso.Director-Career Services and Industry Connect
<bvprabhu@presidencyuniversity.in>

FYI Vijay

From: Chandana Paul HR Manager [mailto:hr@royaloakindia.com]
Sent: Monday, December 13, 2021 10:16 AM
To: abhosale268@gmail.com
Cc: Mr. Sudip Dhar - DGM -Career Service & Industry Connect
<sudipdhar@presidencyuniversity.in>; Vidya Bhushan Dewangan HR Head
<hrm@royaloakindia.com>; Madhu Jogavari HR Manager
<hrd@royaloakindia.com>; Dinta HR - Assistant Manager- Talent Acquisition
<careers@royaloakindia.com>
Subject: Employment Offer-Akshay Bhosale

Dear Akshay Bhosale,

With reference to the interview, you had with us, we are pleased to offer you a position of “ **Management Trainee at Grade G6 A**” as per the terms & conditions already discussed with you.

Your annual compensation is **Rs. 4,38,000 /- (Rupees Four Lakhs Thirty Eight Thousand Only)** , and will be subject to other deductions as per company policies and practices.

A formal appointment letter with all the terms & conditions will be issued to you at the time of your joining. We request you to bring following documents at the time of reporting to duty. Royaloak reserves the right to withdraw this offer in event of an adverse finding during the reference check in your respect and pertaining to the disclosure in your resume.

- Duly filled Employment Application Form.
- Passport size photographs with white background (5 nos) .
- Original certificates / testimonials for verification & return.

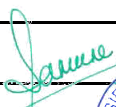
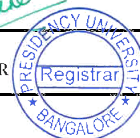


- Relieving letter from the immediate past employer (Not applicable for fresher).
- Latest pay slips (Not applicable for fresher).
- PAN Card copy.
- Photo ID proof and address proof (Election Card / Driving License / Aadhar Card / Passport).

In case any of the above documents are already submitted, please ignore the same and submit the remaining documents while joining.

Your joining date will be on **01st Jan 2022 at Banaswadi, Bangalore Location at 9:30 AM**. It may be noted that if you do not report for duty as discussed, it will be deemed that you are not interested in our offer and will stand automatically withdrawn with effect from the said date. Kindly confirm the acceptance of this offer by acknowledging the same as a token of acceptance of this offer letter.

Name:	Akshay Bhosale
Location:	Bangalore
Unit:	CEO's Office
ANNEXURE -A	
	Salary Components
i	Compensation
	Basic
	House Rent Allowance
	Conveyance Allowance
	Medical Allowance
	Statutory Bonus
	Special Allowance
	Gross Salary (A)
ii	Deductions
	Employee Contribution - PF
	Employee Contribution - ESIC
	Professional Tax
	Total Deduction (B)


 REGISTRAR


iii	Fixed Benefits	Employer Contribution - PF
		Employer Contribution - ESIC
		Total Fixed (C)
		Cost to Company (A + C)
		Monthly Net Pay (A- B) before Income Tax (If an
iv	Variable Pay Performance Incentive	Performance Incentive (D)
		Total Cost to Company (A+C+D)

Note:

- 1) Gratuity is payable as per the provisions of Payment of Gratuity Act,1972
- 2) Incentive is subject to target v/s achievement based on Organizational Policy and Pro

Thank You,

Chandana Paul

HR Manager | Royaloak Incorporation Pvt Ltd

E : hr@royaloakindia.com

Mob: 9739490519

#15/1,Outer Ring Road, Dodda Banaswadi,
Bangalore-560043

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REGISTRAR 

FW: Employment Offer-Mr. Md. Faraz

Mr. Sudip Dhar - DGM -Career Service & Industry Connect
<sudipdhar@presidencyuniversity.in>

Mon 1/10/2022 12:52 PM

To: Vijay Kumar S L-Asst. Prof-MECH <vijaykumarsl@presidencyuniversity.in>
Cc: Dr. B V Prabhu-Asso.Director-Career Services and Industry Connect
<bvprabhu@presidencyuniversity.in>

FYI Vijay

From: Chandana Paul HR Manager [mailto:hr@royaloakindia.com]
Sent: Wednesday, December 15, 2021 4:43 PM
To: farazmohammed67@gmail.com
Cc: Mr. Sudip Dhar - DGM -Career Service & Industry Connect
<sudipdhar@presidencyuniversity.in>; Vidya Bhushan Dewangan HR Head
<hrm@royaloakindia.com>; Madhu Jogavari HR Manager
<hrd@royaloakindia.com>; Dinta HR - Assistant Manager- Talent Acquisition
<careers@royaloakindia.com>
Subject: Employment Offer-Mr. Md. Faraz

Dear Mohammed Faraz,

With reference to the interview, you had with us, we are pleased to offer you a position of “ **Management Trainee at Grade G6 A**” as per the terms & conditions already discussed with you.

Your annual compensation is **Rs. 4,38,000 /- (Rupees Four Lakhs Thirty Eight Thousand Only)** , and will be subject to other deductions as per company policies and practices.

A formal appointment letter with all the terms & conditions will be issued to you at the time of your joining. We request you to bring following documents at the time of reporting to duty. Royaloak reserves the right to withdraw this offer in event of an adverse finding during the reference check in your respect and pertaining to the disclosure in your resume.

- Duly filled Employment Application Form.
- Passport size photographs with white background (5 nos) .
- Original certificates / testimonials for verification & return.

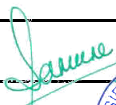
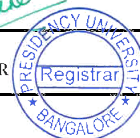


- Relieving letter from the immediate past employer (Not applicable for fresher).
- Latest pay slips (Not applicable for fresher).
- PAN Card copy.
- Photo ID proof and address proof (Election Card / Driving License / Aadhar Card / Passport).

In case any of the above documents are already submitted, please ignore the same and submit the remaining documents while joining.

Your joining date will be on **01st Jan 2022 at Banaswadi, Bangalore Location at 9:30 AM**. It may be noted that if you do not report for duty as discussed, it will be deemed that you are not interested in our offer and will stand automatically withdrawn with effect from the said date. Kindly confirm the acceptance of this offer by acknowledging the same as a token of acceptance of this offer letter.

Name:	Md. Faraz
Location:	Bangalore
Unit:	CEO's Office
ANNEXURE -A	
	Salary Components
i	Compensation
	Basic
	House Rent Allowance
	Conveyance Allowance
	Medical Allowance
	Statutory Bonus
	Special Allowance
	Gross Salary (A)
ii	Deductions
	Employee Contribution - PF
	Employee Contribution - ESIC
	Professional Tax
	Total Deduction (B)


 REGISTRAR


iii	Fixed Benefits	Employer Contribution - PF
		Employer Contribution - ESIC
		Total Fixed (C)
		Cost to Company (A + C)
		Monthly Net Pay (A- B) before Income Tax (If an
iv	Variable Pay Performance Incentive	Performance Incentive (D)
		Total Cost to Company (A+C+D)

Note:

- 1) Gratuity is payable as per the provisions of Payment of Gratuity Act,1972
- 2) Incentive is subject to target v/s achievement based on Organizational Policy and Pro

Thank You,

Chandana Paul

HR Manager | Royaloak Incorporation Pvt Ltd

E : hr@royaloakindia.com

Mob: 9739490519

#15/1,Outer Ring Road, Dodda Banaswadi,
Bangalore-560043

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REGISTRAR 

FW: Employment Offer-Ms. Jeevitha Priya Darssini

Mr. Sudip Dhar - DGM -Career Service & Industry Connect
<sudipdhar@presidencyuniversity.in>

Mon 1/10/2022 12:52 PM

To: Vijay Kumar S L-Asst. Prof-MECH <vijaykumarsl@presidencyuniversity.in>
Cc: Dr. B V Prabhu-Asso.Director-Career Services and Industry Connect
<bvprabhu@presidencyuniversity.in>

FYI Vijay

From: Chandana Paul HR Manager [mailto:hr@royaloakindia.com]

Sent: Monday, December 13, 2021 10:20 AM

To: jdarssini14@gmail.com

Cc: Mr. Sudip Dhar - DGM -Career Service & Industry Connect
<sudipdhar@presidencyuniversity.in>; Vidya Bhushan Dewangan HR Head
<hrm@royaloakindia.com>; Madhu Jogavari HR Manager
<hrd@royaloakindia.com>; Dinta HR - Assistant Manager- Talent Acquisition
<careers@royaloakindia.com>

Subject: Employment Offer-Ms. Jeevitha Priya Darssini

Dear Jeevitha Priya Darssini,

With reference to the interview, you had with us, we are pleased to offer you a position of “ **Management Trainee at Grade G6 A**” as per the terms & conditions already discussed with you.

Your annual compensation is **Rs. 4,38,000 /- (Rupees Four Lakhs Thirty Eight Thousand Only)** , and will be subject to other deductions as per company policies and practices.

A formal appointment letter with all the terms & conditions will be issued to you at the time of your joining. We request you to bring following documents at the time of reporting to duty. Royaloak reserves the right to withdraw this offer in event of an adverse finding during the reference check in your respect and pertaining to the disclosure in your resume.

- Duly filled Employment Application Form.
- Passport size photographs with white background (5 nos) .
- Original certificates / testimonials for verification & return.

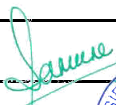
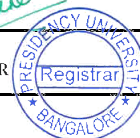


- Relieving letter from the immediate past employer (Not applicable for fresher).
- Latest pay slips (Not applicable for fresher).
- PAN Card copy.
- Photo ID proof and address proof (Election Card / Driving License / Aadhar Card / Passport).

In case any of the above documents are already submitted, please ignore the same and submit the remaining documents while joining.

Your joining date will be on **01st Jan 2022 at Banaswadi, Bangalore Location at 9:30 AM**. It may be noted that if you do not report for duty as discussed, it will be deemed that you are not interested in our offer and will stand automatically withdrawn with effect from the said date. Kindly confirm the acceptance of this offer by acknowledging the same as a token of acceptance of this offer letter.

Name:	Jeevitha Priya Darssini
Location:	Bangalore
Unit:	CEO's Office
ANNEXURE -A	
	Salary Components
i	Compensation
	Basic
	House Rent Allowance
	Conveyance Allowance
	Medical Allowance
	Statutory Bonus
	Special Allowance
	Gross Salary (A)
ii	Deductions
	Employee Contribution - PF
	Employee Contribution - ESIC
	Professional Tax
	Total Deduction (B)


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iii	Fixed Benefits	Employer Contribution - PF
		Employer Contribution - ESIC
		Total Fixed (C)
		Cost to Company (A + C)
		Monthly Net Pay (A- B) before Income Tax (If an
iv	Variable Pay Performance Incentive	Performance Incentive (D)
		Total Cost to Company (A+C+D)

Note:

- 1) Gratuity is payable as per the provisions of Payment of Gratuity Act,1972
- 2) Incentive is subject to target v/s achievement based on Organizational Policy and Pro

Thank You,

Chandana Paul

HR Manager | Royaloak Incorporation Pvt Ltd

E : hr@royaloakindia.com

Mob: 9739490519

#15/1,Outer Ring Road, Dodda Banaswadi,
Bangalore-560043

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REGISTRAR 



Offer Letter

Date : Monday, December 20, 2021

Dear **Aishwarya Ms.**,

Congratulations on your decision to be a BYJUITE! At BYJU'S, we are on a mission to help students fall in love with learning across the world. We create learning journeys for every student that address their unique needs and make them lifelong learners. We hope your contributions and passion would help us achieve this mission.

It gives us immense pleasure to formalize your offer and appointment for the position of **Future Leader - Marketing** at Think and Learn Private Limited (hereafter referred to as 'BYJU'S' or 'Company') in the **Marketing (51000013)** department subject to your acceptance of the terms of employment mentioned in this letter. The letter includes details of your compensation structure, probation and notice periods (*Annexure A*). As you read through the details, please feel free to reach out to the recruiter who managed your process, with any questions or concerns.

Your date of joining at BYJU'S is **Friday, April 15, 2022**. Your onboarding details will be communicated by BYJU'S Onboarding Team post acceptance of the offer. In case you do not report at your job on or prior to Friday, April 15, 2022, the offer shall be deemed to be rejected by you. *Please accept this offer in our HR portal so that we can initiate your onboarding process.* Once initiated, you will be receiving an email confirmation for the same. In case you do not acknowledge and accept this offer letter on the HR portal within two working days, the offer would stand withdrawn.

Position Details and Compensation Overview

Designation	Future Leader - Marketing
Department	Marketing (51000013)
Employment Type	Regular
Work Location	Hubli

Fixed Compensation: ₹ 800000

Variable Compensation: ₹ 300000

Total Annual Cost to Company : ₹ 1100000

Details of bonuses (if any) are mentioned in Annexure A. You are requested to join the services of the Company not later than Friday, April 15, 2022, failing which you may please consider the offer to be withdrawn unless an extension to the date of joining has been mutually agreed in writing. You are requested to signify your acceptance of this letter by accepting the offer on our HR portal and signing and returning to us the duplicate copy of this letter on your day of Onboarding.

The terms of your employment contract are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately. We take this opportunity to thank you for the interest you have shown in our organization and look forward to welcoming you on board for a fruitful career with us. We are certain that you will find challenge, satisfaction, and opportunity in your association with the Company.

Best Regards,



Deeptha A R
Head – Human Resources
Think & Learn Pvt. Ltd



Annexure - A

Compensation Details	
Name	Aishwarya Ms
Designation	Future Leader - Marketing
Date Of Joining	Friday, April 15, 2022
Annual Cost To Company(CTC)	₹ 1100000
Fixed Compensation	₹ 800000
Variable Compensation	₹ 300000
Earnings	
Component Category	Annual
Basic Pay	₹400,000.00
House Rent Allowance	₹200,000.00
PF (Employer Part)	₹21,600.00
Leave Travel Allowance	₹84,000.00
Special Allowance	₹94,400.00
ESIC Employer Contribution	₹0.00
Statutory Bonus	₹0.00
Total Annual Earnings (Fixed CTC - Company PF Contribution)	₹778,400.00
Deductions	
PF (Employee's Part)	₹21,600.00
ESIC Employee Contribution	₹0.00
Professional Tax	As per Rules
TDS	As per Rules
Total Annual Net Pay (Before Taxes)*	₹756,800.00

*Income Tax and Professional Tax would be deducted from the Total Annual Net Pay basis the government rules. Your takehome salary would be Total Annual Net Pay - Taxes.

Bonuses (As Applicable)

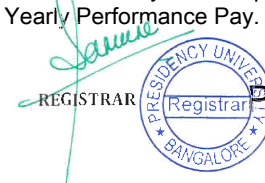
Joining Bonus : ₹ 0 Retention Bonus : ₹ 0 Relocation Bonus : ₹ 0

1. The Income Tax liability regarding your salary and perks will be governed by the taxation laws of the country as applicable from time to time.

2. The company shall be entitled to deduct, from the above remuneration payable to you, the following contractual, statutory, and compulsory deductions:

- Provident Fund
- Income tax deducted at source at the rates applicable
- Employment/Professional taxes
- Dues to the company including loans and advances
- Or any other applicable statutory deductions

3. Variable pay, if applicable, will be paid based on your performance and the company's performance for the year. The payment is subject to your being active (not serving notice) on the company rolls on the date of announcement of the Yearly Performance Pay.



4. Benefits – All the full-time regular employees of the Company are eligible for our employee benefits program effective from their Date of Joining.

You would be entitled to avail the below-mentioned benefits, which are governed by the prevailing company policy. More details regarding benefits and related policies will be available on the HR Portal after the onboarding formalities are completed

- Leaves
- Employee Medical Insurance
- Employee Personal Accidental Insurance
- Flexible Work From Home Options (for applicable roles)
- Employee Wellness (BYJU'S Let's Talk Initiative - 24 Hour one-on-one counselling from experts)
- Personal Developmental Workshops and Events
- Gratuity, as per government rules

5. Joining Bonus will be paid only after successful completion of 1 Month with the company. The payment shall be disbursed in the next immediate salary cycle. In the event of you resigning from the services of the Company on your own accord within 1 Year of employment, you will be required to pay BYJU'S the full amount of the Joining Bonus received.

This clause is applicable only if the Joining Bonus component in the above structure is non-zero.

6. Retention Bonus will be paid only after successful completion of 1 Month with the company. The payment shall be disbursed in the next immediate salary cycle, provided you are not serving the notice period and your performance for the year is deemed satisfactory.

This clause is applicable only if the Retention Bonus component in the above structure is non-zero.

7. Relocation Bonus will be paid only after successful completion of 1 Month with the company. It would be paid along with the next immediate salary cycle. In the event of you resigning from the services of the Company on your own accord within one year of employment, you will be required to pay BYJU'S the full amount of the Relocation Bonus received. This clause is applicable only if the Relocation Bonus component in the above structure is non-zero.

8. Probation – On joining the Company you shall be on probation for 60 days. During this period, your employment may be terminated by giving 2 days' notice. You are also at liberty to resign from the services of the Company by giving 2 days' notice in writing. Further, unless otherwise communicated to you in writing, your services shall stand confirmed at the end of the period of probation. You hereby agree and acknowledge that, in the event that you resign from the services of the Company within 30 (thirty) days from the date of signing this letter, you will not be entitled to receive an experience letter from the company.

9. Separation and Notice Period – After confirmation of your appointment at the end of your period of probation, your services may be terminated in the following manner

- In the event of your resignation from the services of the Company, where you will be required to give the Company 60 days' written notice, the notice period has to be served in full unless otherwise agreed mutually in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in the future. You shall, on ceasing to be the employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.
- The Company will be entitled to terminate your services by giving you 60 days of notice in writing, or by payment of 60 days of salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 60 days of notice in writing or 60 days of salary in lieu of such notice.
- In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies, or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss/damage/disrepute to the Company/associates, your termination will be immediate and without any notice or compensation.


REGISTRAR




WeWork, Vaishnavi
Signature, Marthahalli,
Sarjapur Outer Ring Rd,
Bellandur
Bangalore, Karnataka,
560103
support@Codeyoung.com
8186928385

Employment Offer and Employment Agreement

14th December 2021,

Dear Pratyusha Das,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as Employment Agreement. Your date of joining is **2nd February 2022**

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 15000/month (Fifteen Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.


REGISTRAR


JOB TITLE: Inside Sales Executive

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

6. HOURS OF WORK

Your usual working hours shall be 8pm to 4am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung, is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct , you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .

Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoungadopts industry standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14. DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess, is kept protected. Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- Do not disclose personal data without authority



- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

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

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

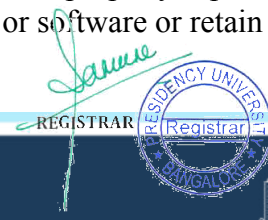
Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months'** notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your end of employment. You shall not make any copies of work products or software or retain any





of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for a duration of two years after termination of your engagement with Codeyoung, regardless of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.





CONFIRMATION OF ACCEPTANCE

We request you to complete and return the copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically . We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung





HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

(“The

company”)

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company’s regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Sanne
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



Signature:

Sanne
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).
2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.
3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.
4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):
5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;
 - a. Codeyoung staff training video on data protection;
 - b. Security procedures specific to the building where I am to carry out my assignment; and
 - c. Codeyoung staff handbook.


REGISTRAR
 REGISTRAR
BANGALORE

6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions . I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE


REGISTRAR

REGISTRAR
BANGALORE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title _

Date _____



INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.



I Pratyusha Das,

The user acknowledges receipt of the above conditions (which I have read and understood). I accept, and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE





HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platforms

or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analysed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name



HR 2.01 F10 – Data Consent Form

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 7,00,000 per annum**. INR 4,00,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a quarterly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹240,000	₹20,000
2	House Rent Allowance	₹112,608	₹9,384
3	LTA	₹12,000	₹1,000
4	Special Allowances	₹12,000	₹1,000
	Gross Salary	₹376,608	₹31,384
C	Employer Contribution to PF	₹23,400	₹1,950
A	Fixed CTC	₹400,008	₹33,334
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
B	Total Deductions	₹24,000	₹2,000
A – B- C	Net Salary	₹352,608	₹29,384

With regards,

Shailendra Dhakad
Director
Codeyoung


 REGISTRAR




WeWork, Vaishnavi
Signature, Marthahalli,
Sarjapur Outer Ring Rd,
Bellandur
Bangalore, Karnataka,
560103
support@Codeyoung.com
8186928385

Employment Offer and Employment Agreement

14th December 2021,

Dear ANANYA M,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as Employment Agreement. Your date of joining is **2nd February 2022**

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 15000/month (Fifteen Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.



JOB TITLE: Inside Sales Executive

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

6. HOURS OF WORK

Your usual working hours shall be 8pm to 4am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung, is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct , you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .

Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoungadopts industry standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14. DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess, is kept protected. Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- Do not disclose personal data without authority



- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

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

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months'** notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your end of employment. You shall not make any copies of work products or software or retain any



of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for a duration of two years after termination of your engagement with Codeyoung, regardless of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.

Sanne
REGISTRAR
RESIDENCY UNIVERSITY
Registrar
BANGALORE



CONFIRMATION OF ACCEPTANCE

We request you to complete and return the copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically . We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung





HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

(“The

company”)

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company’s regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Sanne
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



Signature:

Sanu
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).
2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.
3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.
4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):
5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;
 - a. Codeyoung staff training video on data protection;
 - b. Security procedures specific to the building where I am to carry out my assignment; and
 - c. Codeyoung staff handbook.


REGISTRAR


6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions . I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE


REGISTRAR

REGISTRAR
BANGALORE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title _

Date _____



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2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

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I ANANYA M,

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SIGNATURE

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HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platforms

or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analysed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name



HR 2.01 F10 – Data Consent Form

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 7,00,000 per annum**. INR 4,00,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a quarterly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

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B	Total Deductions	₹24,000	₹2,000
A – B- C	Net Salary	₹352,608	₹29,384

With regards,

Shailendra Dhakad
Director
Codeyoung



 REGISTRAR



WeWork, Vaishnavi
Signature, Marthahalli,
Sarjapur Outer Ring Rd,
Bellandur
Bangalore, Karnataka,
560103
support@Codeyoung.com
8186928385

Employment Offer and Employment Agreement

14th December 2021,

Dear PRINCEE JOSEPH T J,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as Employment Agreement. Your date of joining is **2nd February 2022**

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

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You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 15000/month (Fifteen Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.

Sanu
REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE

JOB TITLE: Inside Sales Executive

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

6. HOURS OF WORK

Your usual working hours shall be 8pm to 4am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung, is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct , you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .

Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoungadopts industry standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14. DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess, is kept protected. Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- Do not disclose personal data without authority



- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

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

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months'** notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your end of employment. You shall not make any copies of work products or software or retain any



of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for a duration of two years after termination of your engagement with Codeyoung, regardless of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.

Sanne
REGISTRAR
RESIDENCY UNIVERSITY
Registrar
BANGALORE



CONFIRMATION OF ACCEPTANCE

We request you to complete and return the copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically . We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung





HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

(“The

company”)

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company’s regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Sanne
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE





Signature:

Sanu
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and
- c. Codeyoung staff handbook.


REGISTRAR


6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions . I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE


REGISTRAR

REGISTRAR
BANGALORE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title _

Date _____



INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.



I PRINCEE JOSEPH T J,

The user acknowledges receipt of the above conditions (which I have read and understood). I accept, and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE

Joseph
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platforms

or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analysed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name



HR 2.01 F10 – Data Consent Form

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 7,00,000 per annum**. INR 4,00,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a quarterly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹240,000	₹20,000
2	House Rent Allowance	₹112,608	₹9,384
3	LTA	₹12,000	₹1,000
4	Special Allowances	₹12,000	₹1,000
	Gross Salary	₹376,608	₹31,384
C	Employer Contribution to PF	₹23,400	₹1,950
A	Fixed CTC	₹400,008	₹33,334
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
B	Total Deductions	₹24,000	₹2,000
A – B- C	Net Salary	₹352,608	₹29,384

With regards,

Shailendra Dhakad
Director
Codeyoung


 REGISTRAR




WeWork, Vaishnavi
Signature, Marthahalli,
Sarjapur Outer Ring Rd,
Bellandur
Bangalore, Karnataka,
560103
support@Codeyoung.com
8186928385

Employment Offer and Employment Agreement

14th December 2021,

Dear Dhanush S,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as Employment Agreement. Your date of joining is **2nd February 2022**

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 15000/month (Fifteen Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.

Sanne
REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE

JOB TITLE: Inside Sales Executive

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

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When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

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Your usual working hours shall be 8pm to 4am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

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9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

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In addition to any requirement under the Code of Conduct , you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .

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The Codeyoungadopts industry standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

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- Do not disclose personal data without authority



- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
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- Do not disclose your computer password to any unauthorized person.

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of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for a duration of two years after termination of your engagement with Codeyoung, regardless of the reason for termination of your engagement with Codeyoung.

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shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

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Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.





CONFIRMATION OF ACCEPTANCE

We request you to complete and return the copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically . We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung





HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

(“The

company”)

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company’s regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Sanne
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



Signature:

Sanne
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).
2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.
3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.
4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):
5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;
 - a. Codeyoung staff training video on data protection;
 - b. Security procedures specific to the building where I am to carry out my assignment; and
 - c. Codeyoung staff handbook.


REGISTRAR


6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions . I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE


REGISTRAR

REGISTRAR
BANGALORE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title _

Date _____



INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.



I Dhanush S,

The user acknowledges receipt of the above conditions (which I have read and understood). I accept, and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE

Dhanush S
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platforms

or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analysed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name



HR 2.01 F10 – Data Consent Form

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 7,00,000 per annum**. INR 4,00,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a quarterly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹240,000	₹20,000
2	House Rent Allowance	₹112,608	₹9,384
3	LTA	₹12,000	₹1,000
4	Special Allowances	₹12,000	₹1,000
	Gross Salary	₹376,608	₹31,384
C	Employer Contribution to PF	₹23,400	₹1,950
A	Fixed CTC	₹400,008	₹33,334
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
B	Total Deductions	₹24,000	₹2,000
A – B- C	Net Salary	₹352,608	₹29,384

With regards,

Shailendra Dhakad
Director
Codeyoung



 REGISTRAR



WeWork, Vaishnavi
Signature, Marthahalli,
Sarjapur Outer Ring Rd,
Bellandur
Bangalore, Karnataka,
560103
support@Codeyoung.com
8186928385

Employment Offer and Employment Agreement

14th December 2021,

Dear NAMRATHA M,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as Employment Agreement. Your date of joining is **2nd February 2022**

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 15000/month (Fifteen Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.

Sanne
REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE

JOB TITLE: Inside Sales Executive

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

6. HOURS OF WORK

Your usual working hours shall be 8pm to 4am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung, is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct , you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .

Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoungadopts industry standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14. DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess, is kept protected. Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- Do not disclose personal data without authority


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BANGALORE

- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

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

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months'** notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your end of employment. You shall not make any copies of work products or software or retain any



of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for a duration of two years after termination of your engagement with Codeyoung, regardless of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.





CONFIRMATION OF ACCEPTANCE

We request you to complete and return the copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically . We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung





HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

(“The

company”)

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company’s regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Sanne
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



Signature:

Sanne
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and
- c. Codeyoung staff handbook.


REGISTRAR
 REGISTRAR

6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions . I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE


REGISTRAR

REGISTRAR
BANGALORE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title _

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HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

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aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

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Date:

Signature:

Name



HR 2.01 F10 – Data Consent Form

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Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
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A – B- C	Net Salary	₹352,608	₹29,384

With regards,

Shailendra Dhakad
Director
Codeyoung


 REGISTRAR




WeWork, Vaishnavi
Signature, Marthahalli,
Sarjapur Outer Ring Rd,
Bellandur
Bangalore, Karnataka,
560103
support@Codeyoung.com
8186928385

Employment Offer and Employment Agreement

14th December 2021,

Dear PRASAD SURESH KINAGI,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as Employment Agreement. Your date of joining is **2nd February 2022**

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

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You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 15000/month (Fifteen Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.



JOB TITLE: Inside Sales Executive

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

6. HOURS OF WORK

Your usual working hours shall be 8pm to 4am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung, is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct , you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .

Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoungadopts industry standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14. DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess, is kept protected. Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- Do not disclose personal data without authority



- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

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

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months'** notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your end of employment. You shall not make any copies of work products or software or retain any



of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for a duration of two years after termination of your engagement with Codeyoung, regardless of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.





CONFIRMATION OF ACCEPTANCE

We request you to complete and return the copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically . We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung





HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

(“The

company”)

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company’s regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Sanne
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



Signature:

Sanne
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and
- c. Codeyoung staff handbook.


REGISTRAR


6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions . I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE


REGISTRAR

REGISTRAR
BANGALORE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title _

Date _____



INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.



I PRASAD SURESH KINAGI,

The user acknowledges receipt of the above conditions (which I have read and understood). I accept, and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE





HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platforms

or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analysed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name



HR 2.01 F10 – Data Consent Form

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 7,00,000 per annum**. INR 4,00,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a quarterly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹240,000	₹20,000
2	House Rent Allowance	₹112,608	₹9,384
3	LTA	₹12,000	₹1,000
4	Special Allowances	₹12,000	₹1,000
	Gross Salary	₹376,608	₹31,384
C	Employer Contribution to PF	₹23,400	₹1,950
A	Fixed CTC	₹400,008	₹33,334
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
B	Total Deductions	₹24,000	₹2,000
A – B – C	Net Salary	₹352,608	₹29,384

With regards,

Shailendra Dhakad
Director
Codeyoung


 REGISTRAR




WeWork, Vaishnavi
Signature, Marthahalli,
Sarjapur Outer Ring Rd,
Bellandur
Bangalore, Karnataka,
560103
support@Codeyoung.com
8186928385

Employment Offer and Employment Agreement

14th December 2021,

Dear PUJARI HARIKA,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as Employment Agreement. Your date of joining is **2nd February 2022**

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 15000/month (Fifteen Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.

Sanne
REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE

JOB TITLE: Inside Sales Executive

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

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When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

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Your usual working hours shall be 8pm to 4am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

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Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

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In addition to any requirement under the Code of Conduct , you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .

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- Do not disclose personal data without authority



- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
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Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

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18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

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You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for a duration of two years after termination of your engagement with Codeyoung, regardless of the reason for termination of your engagement with Codeyoung.

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shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.





CONFIRMATION OF ACCEPTANCE

We request you to complete and return the copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically . We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung





HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

(“The

company”)

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company’s regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Sanne
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE





Signature:

Sanne
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).
2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.
3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.
4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):
5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;
 - a. Codeyoung staff training video on data protection;
 - b. Security procedures specific to the building where I am to carry out my assignment; and
 - c. Codeyoung staff handbook.


REGISTRAR


6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions . I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE


REGISTRAR

REGISTRAR
BANGALORE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title _

Date _____



INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.



I PUJARI HARIKA,

The user acknowledges receipt of the above conditions (which I have read and understood). I accept, and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE





HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platforms

or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analysed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name



HR 2.01 F10 – Data Consent Form

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 7,00,000 per annum**. INR 4,00,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a quarterly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹240,000	₹20,000
2	House Rent Allowance	₹112,608	₹9,384
3	LTA	₹12,000	₹1,000
4	Special Allowances	₹12,000	₹1,000
	Gross Salary	₹376,608	₹31,384
C	Employer Contribution to PF	₹23,400	₹1,950
A	Fixed CTC	₹400,008	₹33,334
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
B	Total Deductions	₹24,000	₹2,000
A – B- C	Net Salary	₹352,608	₹29,384

With regards,

Shailendra Dhakad
Director
Codeyoung



 REGISTRAR



WeWork, Vaishnavi
Signature, Marthahalli,
Sarjapur Outer Ring Rd,
Bellandur
Bangalore, Karnataka,
560103
support@Codeyoung.com
8186928385

Employment Offer and Employment Agreement

14th December 2021,

Dear VARSHA,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as Employment Agreement. Your date of joining is **2nd February 2022**

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 15000/month (Fifteen Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.



JOB TITLE: Inside Sales Executive

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

6. HOURS OF WORK

Your usual working hours shall be 8pm to 4am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung, is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct , you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .

Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoungadopts industry standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14. DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess, is kept protected. Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- Do not disclose personal data without authority



- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

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

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months'** notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your end of employment. You shall not make any copies of work products or software or retain any



of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for a duration of two years after termination of your engagement with Codeyoung, regardless of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.





CONFIRMATION OF ACCEPTANCE

We request you to complete and return the copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically . We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung





HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

(“The

company”)

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company’s regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Sanne
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE





Signature:

Sanu
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).
2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.
3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.
4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):
5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;
 - a. Codeyoung staff training video on data protection;
 - b. Security procedures specific to the building where I am to carry out my assignment; and
 - c. Codeyoung staff handbook.


REGISTRAR


6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions . I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE


REGISTRAR

REGISTRAR
BANGALORE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title _

Date _____



INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

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2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

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I VARSHA,

The user acknowledges receipt of the above conditions (which I have read and understood). I accept, and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

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HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platforms

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aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

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Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name



HR 2.01 F10 – Data Consent Form

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 7,00,000 per annum**. INR 4,00,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a quarterly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

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With regards,

Shailendra Dhakad
Director
Codeyoung



 REGISTRAR



WeWork, Vaishnavi
Signature, Marthahalli,
Sarjapur Outer Ring Rd,
Bellandur
Bangalore, Karnataka,
560103
support@Codeyoung.com
8186928385

Employment Offer and Employment Agreement

14th December 2021,

Dear DARSHAN K,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as Employment Agreement. Your date of joining is **2nd February 2022**

1. BACKGROUND CHECKS AND REFERENCE CHECKS

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For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

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You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 15000/month (Fifteen Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.



JOB TITLE: Inside Sales Executive

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Your remuneration shall be as per Annexure titled “Compensation”

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The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

6. HOURS OF WORK

Your usual working hours shall be 8pm to 4am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung, is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct , you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .

Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoungadopts industry standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14. DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess, is kept protected. Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- Do not disclose personal data without authority



- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

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

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months'** notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your end of employment. You shall not make any copies of work products or software or retain any



of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for a duration of two years after termination of your engagement with Codeyoung, regardless of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.

Sanu
REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE
Registrar



CONFIRMATION OF ACCEPTANCE

We request you to complete and return the copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically . We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung





HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

(“The

company”)

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company’s regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Sanne
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



Signature:

Sanne
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and
- c. Codeyoung staff handbook.


REGISTRAR
 REGISTRAR
BANGALORE

6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions . I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE


REGISTRAR

REGISTRAR
BANGALORE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title _

Date _____



INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.



I DARSHAN K,

The user acknowledges receipt of the above conditions (which I have read and understood). I accept, and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE





HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platforms

or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analysed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name



HR 2.01 F10 – Data Consent Form

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 7,00,000 per annum**. INR 4,00,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a quarterly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹240,000	₹20,000
2	House Rent Allowance	₹112,608	₹9,384
3	LTA	₹12,000	₹1,000
4	Special Allowances	₹12,000	₹1,000
	Gross Salary	₹376,608	₹31,384
C	Employer Contribution to PF	₹23,400	₹1,950
A	Fixed CTC	₹400,008	₹33,334
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
B	Total Deductions	₹24,000	₹2,000
A – B- C	Net Salary	₹352,608	₹29,384

With regards,

Shailendra Dhakad
Director
Codeyoung



 REGISTRAR



WeWork, Vaishnavi
Signature, Marthahalli,
Sarjapur Outer Ring Rd,
Bellandur
Bangalore, Karnataka,
560103
support@Codeyoung.com
8186928385

Employment Offer and Employment Agreement

14th December 2021,

Dear B Himani,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as Employment Agreement. Your date of joining is **2nd February 2022**

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 15000/month (Fifteen Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.



JOB TITLE: Inside Sales Executive

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

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Your usual working hours shall be 8pm to 4am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

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Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

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Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

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- Do not disclose personal data without authority



- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
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- Do not disclose your computer password to any unauthorized person.

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of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

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You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for a duration of two years after termination of your engagement with Codeyoung, regardless of the reason for termination of your engagement with Codeyoung.

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shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

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Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.





CONFIRMATION OF ACCEPTANCE

We request you to complete and return the copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically . We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung





HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

(“The

company”)

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company’s regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Sanne
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



Signature:

Sanu
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and
- c. Codeyoung staff handbook.


REGISTRAR
 REGISTRAR
BANGALORE

6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions . I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE


REGISTRAR

REGISTRAR
BANGALORE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title _

Date _____



INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.



I B Himani,

The user acknowledges receipt of the above conditions (which I have read and understood). I accept, and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE





HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platforms

or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analysed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name



HR 2.01 F10 – Data Consent Form

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 7,00,000 per annum**. INR 4,00,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a quarterly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹240,000	₹20,000
2	House Rent Allowance	₹112,608	₹9,384
3	LTA	₹12,000	₹1,000
4	Special Allowances	₹12,000	₹1,000
	Gross Salary	₹376,608	₹31,384
C	Employer Contribution to PF	₹23,400	₹1,950
A	Fixed CTC	₹400,008	₹33,334
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
B	Total Deductions	₹24,000	₹2,000
A – B- C	Net Salary	₹352,608	₹29,384

With regards,

Shailendra Dhakad
Director
Codeyoung


 REGISTRAR




WeWork, Vaishnavi
Signature, Marthahalli,
Sarjapur Outer Ring Rd,
Bellandur
Bangalore, Karnataka,
560103
support@Codeyoung.com
8186928385

Employment Offer and Employment Agreement

14th December 2021,

Dear AJITHKUMAR AYYANNA NAGSHETTY,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as Employment Agreement. Your date of joining is **2nd February 2022**

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 15000/month (Fifteen Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.

Sanne
REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE

JOB TITLE: Inside Sales Executive

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

6. HOURS OF WORK

Your usual working hours shall be 8pm to 4am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung, is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct , you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .



Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoungadopts industry standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14. DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess, is kept protected. Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- Do not disclose personal data without authority



- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

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

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months'** notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your end of employment. You shall not make any copies of work products or software or retain any





of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for a duration of two years after termination of your engagement with Codeyoung, regardless of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.





CONFIRMATION OF ACCEPTANCE

We request you to complete and return the copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically . We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung





HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

(“The

company”)

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company’s regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Sanne
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE





Signature:

Sanu
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).
2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.
3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.
4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):
5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;
 - a. Codeyoung staff training video on data protection;
 - b. Security procedures specific to the building where I am to carry out my assignment; and
 - c. Codeyoung staff handbook.


REGISTRAR


6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions . I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE


REGISTRAR

REGISTRAR
BANGALORE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title _

Date _____



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2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

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I AJITHKUMAR AYYANNA NAGSHETTY,

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HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platforms

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aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

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At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name



HR 2.01 F10 – Data Consent Form

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Full Breakdown of fixed CTC will be given below

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With regards,

Shailendra Dhakad
Director
Codeyoung



 REGISTRAR



WeWork, Vaishnavi
Signature, Marthahalli,
Sarjapur Outer Ring Rd,
Bellandur
Bangalore, Karnataka,
560103
support@Codeyoung.com
8186928385

Employment Offer and Employment Agreement

14th December 2021,

Dear GHOWLI LALITHA,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as Employment Agreement. Your date of joining is **2nd February 2022**

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For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

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JOB TITLE: Inside Sales Executive

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

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In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

6. HOURS OF WORK

Your usual working hours shall be 8pm to 4am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung, is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct , you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .



Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoungadopts industry standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14. DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess, is kept protected. Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- Do not disclose personal data without authority



- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

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

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months'** notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your end of employment. You shall not make any copies of work products or software or retain any



of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for a duration of two years after termination of your engagement with Codeyoung, regardless of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.





CONFIRMATION OF ACCEPTANCE

We request you to complete and return the copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically . We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung





HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

(“The

company”)

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company’s regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Sanne
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



Signature:

Sanu
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and
- c. Codeyoung staff handbook.


REGISTRAR
 REGISTRAR
BANGALORE

6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions . I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE


REGISTRAR

REGISTRAR
BANGALORE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title _

Date _____



INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.



I GHOWLI LALITHA,

The user acknowledges receipt of the above conditions (which I have read and understood). I accept, and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE





HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platforms

or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analysed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name



HR 2.01 F10 – Data Consent Form

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 7,00,000 per annum**. INR 4,00,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a quarterly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹240,000	₹20,000
2	House Rent Allowance	₹112,608	₹9,384
3	LTA	₹12,000	₹1,000
4	Special Allowances	₹12,000	₹1,000
	Gross Salary	₹376,608	₹31,384
C	Employer Contribution to PF	₹23,400	₹1,950
A	Fixed CTC	₹400,008	₹33,334
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
B	Total Deductions	₹24,000	₹2,000
A – B- C	Net Salary	₹352,608	₹29,384

With regards,

Shailendra Dhakad
Director
Codeyoung



 REGISTRAR



WeWork, Vaishnavi
Signature, Marthahalli,
Sarjapur Outer Ring Rd,
Bellandur
Bangalore, Karnataka,
560103
support@Codeyoung.com
8186928385

Employment Offer and Employment Agreement

14th December 2021,

Dear AISHWARYA H HONNURI,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as Employment Agreement. Your date of joining is **2nd February 2022**

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 15000/month (Fifteen Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.


REGISTRAR


JOB TITLE: Inside Sales Executive

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

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When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

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Your usual working hours shall be 8pm to 4am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

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Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

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Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

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Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

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- Do not disclose personal data without authority



- Do not access information or systems not directly relevant to each task
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of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

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shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

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23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.





CONFIRMATION OF ACCEPTANCE

We request you to complete and return the copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically . We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung





HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

(“The

company”)

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company’s regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Sanne
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



Signature:

Sanu
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).
2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.
3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.
4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):
5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;
 - a. Codeyoung staff training video on data protection;
 - b. Security procedures specific to the building where I am to carry out my assignment; and
 - c. Codeyoung staff handbook.


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6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions . I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE


REGISTRAR

REGISTRAR
BANGALORE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title _

Date _____



INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.



I AISHWARYA H HONNURI,

The user acknowledges receipt of the above conditions (which I have read and understood). I accept, and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE





HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platforms

or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analysed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name



HR 2.01 F10 – Data Consent Form

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 7,00,000 per annum**. INR 4,00,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a quarterly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹240,000	₹20,000
2	House Rent Allowance	₹112,608	₹9,384
3	LTA	₹12,000	₹1,000
4	Special Allowances	₹12,000	₹1,000
	Gross Salary	₹376,608	₹31,384
C	Employer Contribution to PF	₹23,400	₹1,950
A	Fixed CTC	₹400,008	₹33,334
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
B	Total Deductions	₹24,000	₹2,000
A – B- C	Net Salary	₹352,608	₹29,384

With regards,

Shailendra Dhakad
Director
Codeyoung



 REGISTRAR



WeWork, Vaishnavi
Signature, Marthahalli,
Sarjapur Outer Ring Rd,
Bellandur
Bangalore, Karnataka,
560103
support@Codeyoung.com
8186928385

Employment Offer and Employment Agreement

14th December 2021,

Dear Sathish S,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as Employment Agreement. Your date of joining is **2nd February 2022**

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 15000/month (Fifteen Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.



JOB TITLE: Inside Sales Executive

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

6. HOURS OF WORK

Your usual working hours shall be 8pm to 4am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung, is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct , you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .

Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoungadopts industry standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14. DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess, is kept protected. Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- Do not disclose personal data without authority


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BANGALORE

- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

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

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months'** notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your end of employment. You shall not make any copies of work products or software or retain any



of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for a duration of two years after termination of your engagement with Codeyoung, regardless of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.





CONFIRMATION OF ACCEPTANCE

We request you to complete and return the copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically . We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung





HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

(“The

company”)

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company’s regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Sanne
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



Signature:

Sanne
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).
2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.
3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.
4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):
5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;
 - a. Codeyoung staff training video on data protection;
 - b. Security procedures specific to the building where I am to carry out my assignment; and
 - c. Codeyoung staff handbook.


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6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions . I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE


REGISTRAR

REGISTRAR
BANGALORE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

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Signed _____

Name _____

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HR 2.01 F10 – Data Consent Form

Personal data - Consent

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aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

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HR 2.01 F10 – Data Consent Form

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With regards,

Shailendra Dhakad
Director
Codeyoung



 REGISTRAR



WeWork, Vaishnavi
Signature, Marthahalli,
Sarjapur Outer Ring Rd,
Bellandur
Bangalore, Karnataka,
560103
support@Codeyoung.com
8186928385

Employment Offer and Employment Agreement

14th December 2021,

Dear DARSHAN R,

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Sanne
REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE

JOB TITLE: Inside Sales Executive

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In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

6. HOURS OF WORK

Your usual working hours shall be 8pm to 4am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung, is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct , you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .

Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoungadopts industry standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14. DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess, is kept protected. Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- Do not disclose personal data without authority



- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

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

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months'** notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your end of employment. You shall not make any copies of work products or software or retain any



of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for a duration of two years after termination of your engagement with Codeyoung, regardless of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.





CONFIRMATION OF ACCEPTANCE

We request you to complete and return the copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically . We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung





HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

(“The

company”)

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company’s regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Sanne
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



Signature:

Sanu
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).
2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.
3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.
4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):
5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;
 - a. Codeyoung staff training video on data protection;
 - b. Security procedures specific to the building where I am to carry out my assignment; and
 - c. Codeyoung staff handbook.


REGISTRAR


6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions . I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE


REGISTRAR

REGISTRAR
BANGALORE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title _

Date _____



INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.



I DARSHAN R,

The user acknowledges receipt of the above conditions (which I have read and understood). I accept, and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE





HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platforms

or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analysed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name



HR 2.01 F10 – Data Consent Form

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 7,00,000 per annum**. INR 4,00,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a quarterly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹240,000	₹20,000
2	House Rent Allowance	₹112,608	₹9,384
3	LTA	₹12,000	₹1,000
4	Special Allowances	₹12,000	₹1,000
	Gross Salary	₹376,608	₹31,384
C	Employer Contribution to PF	₹23,400	₹1,950
A	Fixed CTC	₹400,008	₹33,334
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
B	Total Deductions	₹24,000	₹2,000
A – B- C	Net Salary	₹352,608	₹29,384

With regards,

Shailendra Dhakad
Director
Codeyoung



 REGISTRAR



WeWork, Vaishnavi
Signature, Marthahalli,
Sarjapur Outer Ring Rd,
Bellandur
Bangalore, Karnataka,
560103
support@Codeyoung.com
8186928385

Employment Offer and Employment Agreement

14th December 2021,

Dear MUSKAN SHYAM MAHAJAN,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as Employment Agreement. Your date of joining is **2nd February 2022**

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 15000/month (Fifteen Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.



JOB TITLE: Inside Sales Executive

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

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When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

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Your usual working hours shall be 8pm to 4am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

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Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

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Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

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In addition to any requirement under the Code of Conduct , you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .

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- Do not disclose personal data without authority



- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
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- Do not disclose your computer password to any unauthorized person.

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

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18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for a duration of two years after termination of your engagement with Codeyoung, regardless of the reason for termination of your engagement with Codeyoung.

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shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

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Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.





CONFIRMATION OF ACCEPTANCE

We request you to complete and return the copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically . We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung





HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

(“The

company”)

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company’s regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Sanne
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE





Signature:

Sanne
REGISTRAR REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE



HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).
2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.
3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.
4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):
5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;
 - a. Codeyoung staff training video on data protection;
 - b. Security procedures specific to the building where I am to carry out my assignment; and
 - c. Codeyoung staff handbook.


REGISTRAR


6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions . I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE


REGISTRAR

REGISTRAR
BANGALORE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title _

Date _____



INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.



I MUSKAN SHYAM MAHAJAN,

The user acknowledges receipt of the above conditions (which I have read and understood). I accept, and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE

Januu
REGISTRAR
RESIDENCY UNIVERSITY
BANGALORE
Registrar



HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platforms

or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analysed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name



HR 2.01 F10 – Data Consent Form

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 7,00,000 per annum**. INR 4,00,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a quarterly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹240,000	₹20,000
2	House Rent Allowance	₹112,608	₹9,384
3	LTA	₹12,000	₹1,000
4	Special Allowances	₹12,000	₹1,000
	Gross Salary	₹376,608	₹31,384
C	Employer Contribution to PF	₹23,400	₹1,950
A	Fixed CTC	₹400,008	₹33,334
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
B	Total Deductions	₹24,000	₹2,000
A – B- C	Net Salary	₹352,608	₹29,384

With regards,

Shailendra Dhakad
Director
Codeyoung



 REGISTRAR



LETTER OF APPOINTMENT

28-Mar-22

VISHAL CHANDRASHEKHAR HOSAMANI

Bangalore

VISHAL.20202MBA0388@presidencyuniversity.in

Company ID: 174045

Dear VISHAL CHANDRASHEKHAR HOSAMANI,

With reference to our discussion and agreement, we are pleased to extend this letter of appointment ("Appointment Letter") to you as "**Senior Officer**" within **Retail Banking - Retail Liabilities** at IDFC FIRST Bank Limited (the "Bank"). You are expected to join on or before **19/Apr/2022** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **INR. 3,75,000/- (Rs.Three Lakh Seventy Five Thousand only)** per annum. The position is currently based at **Bengaluru-Pride Hulkul Lalbagh Main Rd (Sales Hub)**

This appointment is subject to you being medically fit to perform your role effectively. It is also subject to verification, as per the norms of the Bank, of information and particulars submitted (electronically or signed) by you, including but not limited to Authorization / Undertaking / Declaration Form. Kindly confirm your acceptance to this Appointment Letter by uploading a signed and scanned copy of the letter on the authorized joining portal within 5 working days of receipt of this Appointment Letter, post which the Appointment Letter stands revoked, as per the discretion of the Bank, and all the terms and conditions hereunder shall be null and void, and neither party shall have any obligation in relation thereto. Your acceptance to this Appointment Letter shall also mean the acceptance to the terms and conditions mentioned herein

You are requested to complete the joining formalities, on the authorized online portal of the Bank and submit the documents as required by the Bank.

Your Compensation Details and general terms and conditions for appointment are as per the enclosed Annexure/s

Further, your appointment is subject to your abiding to, in Appointment Letter and spirit,

- *Code of Conduct*
- *Code of Conduct for Prohibition of Insider Trading for the Bank*

Please note that you are required to keep the salary & other perquisites / benefits offered to you strictly confidential and not share information regarding the same with anyone.

This Appointment Letter shall be effective from your actual date of joining with the Bank. You are required to submit a signed copy of this Appointment Letter on/before the actual date of joining, failing which the appointment stands withdrawn without any further communication.

Congratulations on your appointment and we wish you a successful career with IDFC FIRST Bank Limited.

Thank You,

For **IDFC FIRST Bank Limited**

Digitally Signed by

Deepika Mahajan

Head Talent Acquisition & Employer Branding



I, **VISHAL CHANDRASHEKHAR HOSAMANI**, son/daughter of _____ do hereby accept the above and confirm / certify the following:

- Date of Joining the Bank: 19/Apr/2022
- Email ID: VISHAL.20202MBA0388@presidencyuniversity.in

Signature: _____

Date: _____ **Authenticated by** _____



Sanne
REGISTRAR

**Annexure 1
COMPENSATION DETAILS**

Employee Name	VISHAL CHANDRASHEKHAR HOSAMANI
Grade	Senior Officer
Business Unit	Retail Banking - Retail Liabilities
Location	Bengaluru-Pride Hulkul Lalbagh Main Rd (Sales Hub)

Component	Per Month(In INR.)	Per Annum (in INR.)
Basic Salary	6,250	75,000
Flexible Benefit Plan	23,200	2,78,400
Annual Guaranteed Cash (AGC)	29,450	3,53,400
Employer PF	1,800	21,600
Total Fixed Pay (TFP)	31,250	3,75,000

* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

Notes:

- ¹Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car / Reimbursement & National Pension Scheme or any other plan applicable as per Bank's policy. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the bank towards your life, accident & medical insurance. This is a notional premium amount & is not paid in cash to you
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.
- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back a minimum amount of Rs.15,000 /- back to the company towards joining and training expenses incurred by IDFC FIRST Bank.



Annexure 2

GENERAL TERMS AND CONDITIONS

LOCATION

Your joining location will be **Bengaluru-Pride Hulkul Lalbagh Main Rd (Sales Hub)**. However, during your employment you may be posted / transferred, as per the sole discretion of the Bank to any of the offices / locations/ projects/ divisions/ departments/ units/ subsidiaries/ sister concerns of the Bank, in the interest of the Bank , without any additional remuneration, with/ without assigning any reasons.

HOURS OF WORK

Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in.

LEAVE ENTITLEMENT

You shall be eligible for holidays and leave as per the Bank's leave policy, as may be amended from time to time.

TOTAL FIXED PAY (TFP):

The entitlements of your Total Fixed Pay are subject to the Bank's policy, procedure or guidelines that may be issued from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax and other related/applicable laws.

PERFORMANCE BONUS/ INCENTIVE PAYMENTS/ INDICATIVE TARGET BONUS

The Bank may, in its absolute discretion, pay you a bonus/ incentive of such amount, at such intervals and subject to such conditions as determined from time to time, in accordance with the Bank's Policy.

STATUTORY PAYMENTS / DEDUCTIONS

All statutory payments / deductions will be as per the applicable law and maybe changed from time to time based on changes in the law of the land.

DEDUCTIONS FROM TOTAL FIXED PAY/ANNUAL GROSS REMUNERATION PACKAGE

You agree that, at any time during your employment, or after the effective date of employment, the Bank may deduct, from your Total Fixed Pay /Annual Gross Remuneration Package/ Bank Account any overpayment made or amounts owed by you, this includes, but is not limited to, any excess (leave), outstanding loans, advances, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you. You agree that, at any time during your employment, or after the effective date of employment, the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

TAX

You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax authorities including other applicable statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

MEDICAL FITNESS & VERIFICATION OF PARTICULARS

Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop a critical/chronic illness which restricts you from performing your official duties or in any way put your other colleagues at risk, you are required to inform Human Resource Department of the Bank (HR) about the same. Your employment is also subject to your clearing the Personal and Professional Background Verification as per the norms of the Bank, including your antecedents and document submitted. In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre-employment declaration or any such document are found false or unsatisfactory, your employment would be liable for termination at the Bank's discretion at any time without any notice or any compensation in lieu thereof.

RETIREMENT

Normal Retirement Age: You will automatically retire from the employment of the Bank, as the case may be, on attaining the retirement age of 58 years or as decided by the Bank and unless concluded earlier as per the discretion of the Bank . By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

COMPLIANCE

In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land. You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws. During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedure.

NOTICE PERIOD

Either party may terminate this employment by giving three (3) months' notice ("Notice Period") in writing or payment of three (3) months Total Fixed Pay (excluding retiral and other non-cash benefits) in lieu of the Notice Period or proportionate payment thereof in lieu of any shortfall in the Notice Period, acceptance or waiver, which will be at the sole discretion of the Bank. The Bank reserves the right, in its sole discretion, to waive all or part of this three (3) months' Notice Period and terminate the employee's employment or relieve the employee from the employment prior to the conclusion of Notice Period, and in such cases, the employee is liable to make payment of Total Fixed Pay for the waived off/unserved Notice Period as decided by the Bank. Notwithstanding anything foregoing, in case of waiver of the Notice Period as per the discretion of the Bank, the Bank shall not be liable to make any payment of salary (in accordance with the definition of Total Fixed Pay) to the employee in lieu of the waived off Notice Period. To the extent the Bank does not waive all or part of the Notice Period, the employee shall remain employed throughout the Notice Period (or portion thereof), or payment in lieu of any unserved Notice Period will be recovered from the employee and might attract applicable taxes. All applicable taxes once deducted will not be reversed under any circumstances. In case the last date as per the Notice Period of three (3) months falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day ("LWD"), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.

TERMINATION OF EMPLOYMENT

- If you absent yourself without authorized leave for continuous five (5) days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently

extended by five (5) days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you at the discretion of the Bank, including termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (**Notice Period**) in lieu of the Notice Period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity.

- The Bank reserves the right to terminate your employment/ Appointment Letter if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you a three months (3) prior written notice. In such event, you shall be paid applicable Total Fixed Pay less retiral to which you are entitled as per this Appointment Letter up to the effective date of termination.
- Your services are liable to be terminated without any notice or payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors or non-compliance of any law on your part..
- In the event your employment is terminated by reason of an eventuality caused by (your) death, your beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.
- The Bank has the right to terminate your employment for any reasons other than mentioned in the General Terms and Conditions by giving notice of three (3) months in writing or payment of (3) three months Total Fixed Pay (excluding retiral and other non-cash benefits) in lieu of Three (3) months' notice.
- You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

NON CONFLICT OF INTEREST AND NO EXTERNAL EMPLOYMENT

You will not, during your employment with the Bank, except with the specific approval of the Bank, undertake other full time or part time work for remuneration or work that adversely affect your professional image and integrity as an employee of the Bank.

RECEIPT OF PAYMENTS AND BENEFITS FROM THIRD PARTIES

Subject to the Bank regulations issued and amended from time to time, 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 Bank. If you or, 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 Bank for the amount received or the value of the benefit so obtained.

INFORMATION, ASSETS AND SYSTEMS

- When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction
- Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of Information Assets of IDFC FIRST Bank. Accordingly, you are required to familiarise yourself with the Information Security Policies and Procedures at IDFC FIRST Bank and abide by it in spirit and practice.

CODE OF CONDUCT AND EXPECTED EMPLOYEE CONDUCT

You are bound by the Bank's Code of Conduct and the bank may implement disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal. You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions of employment and the applicable guidelines and regulations.

You are expected to be well groomed and formally dressed at work.

PROFESSIONAL ETHICS & CONFIDENTIALITY:

- You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.
- Unauthorized disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary and other actions against you including termination of your employment. The disclosure and use of confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction". Where disclosure of confidential information is made by you in observance of order of a competent court or may be required to made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.
- You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank or make any use thereof, except for the benefit of and on behalf of, the Bank. Any disclosure which has not been expressly

authorized by the Bank shall be called unauthorized disclosure'.

- During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

DATA PROTECTION

- The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.
- By signing this contract, you acknowledge and agree that the Bank is permitted to hold personal information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business.
- You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in our view, required for the proper conduct of our business or that of any associated company. This clause applies to information held, used or disclosed in any medium.

INTELLECTUAL PROPERTY:

- For the purposes of this clause, Intellectual property means intellectual property of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- If you (whether alone or with others) shall, during your employment with the Bank, make or create an idea, method, invention, discovery, design or develop any and all other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Works") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).
- The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.
- You shall not (except as provided in this Appointment Letter or as may be necessary in the course of your duties for the Bank) disclose or make use of any Works without the Bank's prior written consent.

INDEMNITY

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful

acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your employment on such count or the right of the Bank to seek other remedies which the Bank may have to make good the loss or damage.

FORCE MAJEURE

Notwithstanding anything contained herein, if the regular operations of the Bank are suspended, in full or part , resulting from unforeseen circumstance or general economic conditions or regulatory, governmental or legal restriction /actions , or other general market effects or Acts of God or other cause of similar or different nature including war, outbreak of epidemic or pandemic beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith, during the continuation of such suspension of operations. In addition to the foregoing the Bank may, by written notice, terminate this Appointment Letter forthwith or change the terms and conditions of this agreement with no further liability whatsoever.

NON-SOLICITATION AND RESTRICTIVE COVENANT

- You are committed not to hire anyone or engage in any sort of discussion with an employee of IDFC FIRST Bank or any of its subsidiaries for at least one year from your last working date in IDFC FIRST Bank. This is applicable even during your period of employment whether approached by the employee or officers of IDFC FIRST Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of IDFC FIRST Bank or any of its subsidiaries should not be solicited or encouraged to leave IDFC FIRST Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.
- You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person.to transfer from the Bank to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Bank.
- You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

REVOKING THE APPOINTMENT

- The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.
- In the event of a criminal case being filed against you in your personal capacity, the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn. You may also be placed under suspension pending enquiry into the charges of misconduct or otherwise.

OTHER TERMS AND CONDITIONS:

- Your date of birth mentioned as per PAN card and any other acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.
- As a potential employee and subject to terms and conditions of the appointment, we assume that the submission of documents and details furnished as part of the documentation procedure which includes furnishing your personal, academic and professional details are authentic and self-attested duly. The Bank will include these details as a part of your employment information/records as deemed confirmed by you with respect to accuracy and update of the information.
- As an employee you are responsible to provide correct email ID and phone number and all communication/information exchange will happen on the same. The email ID and phone number as provided by you will stand valid for all communication from IDFC FIRST Bank Limited. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- During your employment, you will be subject to the service/employment rules, regulations and policy of the Bank applicable from time to time.
- The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.
- Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by the Terms and Conditions of Employment, HR Manual and other policies and procedures of the Bank as presently applicable and as may be introduced or amended from time to time.
- You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.
- You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.
- If at any time you are involved in any legal / administrative / quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof.
- You shall not at any time use your association with the Bank to gain unfair advantage for personal purposes.
- You shall follow all directions, instructions, guidelines and policies of the Bank issued from time to time in discharge of your duties.
- In addition to the terms and conditions mentioned herein, you hereby agree that you have read and understood and shall be abided by the 'Terms and Conditions of Employment 'as available on the intranet portal and your joining portal and as may be amended from time to time by the Bank at its sole discretion.

WARRANTY

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

CHANGE IN TERMS AND CONDITONS

- The terms and conditions of the Appointment Letter are subject to revision and change by the Bank, without notice. The revised terms and conditions shall be applicable and abided by all the employees, effective from the date of revision or change.
- The present designation and terms of services including your emoluments are subject to change depending upon work assignment from time to time

DURATION/VALIDITY OF THE APPOINTMENT LETTER:

- If this Appointment Letter is not accepted by applicant within Five (5) days of receiving the letter, it shall stand revoked, at the discretion of the Bank, and all terms and conditions considered null and void, and neither party shall have any obligation in relation thereto.
- It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.
- If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions of shall continue in full force and effect and operate as if the severed portion had not been included.

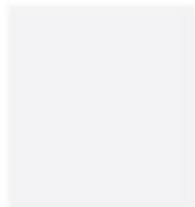
GOVERNING LAW

The interpretation and enforcement of this contract shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

Accepted & Agreed:

Signature:

Date:





Name: **VISHAL CHANDRASHEKHAR HOSAMANI**

Date: 28-Mar-2022

Company ID: 174045

OUR EMPLOYEE VALUE PROPOSITION

Congratulations! We are delighted to welcome you to the IDFC FIRST Bank family.

At the IDFC FIRST Bank we aim at giving each employee an opportunity to succeed. You are an integral part of our growth story and our success stories are now intertwined.

There's a lot to learn with us, not only the work but also about our culture and values. Our employee value proposition below portrays the value and experience you will gain by working at our bank.

*Be part of a **winning team**.*

*Drive change with **cutting edge technology**.*

*Join a work force that is high on **integrity**.*

*Be where **growth** is not just a number.*

*Make a **social impact**, make a difference to the society.*

*Be **dynamic**, agile, responsive, bold, disruptive.*

*We invite you to contribute to building **the world's best bank right here in India!***

We are excited about you joining the bank and wish you great success in your new role.

Warm Regards

Deepika Mahajan

Head Talent Acquisition and Employer Branding

Human Resource Department.

IDFC FIRST BANK LTD.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE
Registrar

Annexure 3

**PRE JOINING DOCUMENT CHECKLIST
(TO BE UPLOADED ON THE IDFC FIRST BANK HR SYSTEM)**

S.No	Document Name	Acceptable Proof
1	Permanent Address Proof	Passport/Driving License/Voters Id Card
2	Current Address Proof (if different from permanent address)	Passbook/Rent Agreement
3	Cancelled Cheque for Alternate Bank Account	If cheque book is not available, copy of the passbook with account number and address can be submitted
4	Employment Documents (Only for experienced candidates)	Relieving Letter/ Experience letter required for all the employments mentioned on the resume. Kindly note that, relieving letter for the last employment is required to be submitted within 45 days of joining.
5	Education Documents	Mark sheets and certificates for all relevant qualifications, as mentioned on the resume
6	Resignation proof for last employment (Only for experienced candidates)	Scanned copy of resignation proof/Resignation Email/ System Screenshot of resignation submission
7	Photo	High resolution clear passport size photograph with white background is required. This will be printed on your ID card
8	Driving License (Only for ca	Driving License copy can be uploaded
9	Insurance Book (Only for ca	Copy of the insurance book can be uploaded
10	RC Book (Only for candidat	RC Book copy can be uploaded. In case, you do not own a vehicle, an authority letter is to be Navigation: Me > Onboarding
11	Accepted Copy of the Appointment Letter with signature of the applicant and acceptance date	



LETTER OF APPOINTMENT

28-Mar-22

Harshitha K C

Bangalore

HARSHITHA.20202MBA0350@presidencyuniversity.in

Company ID: 174046

Dear Harshitha K C,

With reference to our discussion and agreement, we are pleased to extend this letter of appointment ("Appointment Letter") to you as "**Senior Officer**" within **Retail Banking - Retail Liabilities** at IDFC FIRST Bank Limited (the "Bank"). You are expected to join on or before **19/Apr/2022** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **INR. 3,75,000/- (Rs.Three Lakh Seventy Five Thousand only)** per annum. The position is currently based at **Bengaluru-Pride Hulkul Lalbagh Main Rd (Sales Hub)**

This appointment is subject to you being medically fit to perform your role effectively. It is also subject to verification, as per the norms of the Bank, of information and particulars submitted (electronically or signed) by you, including but not limited to Authorization / Undertaking / Declaration Form. Kindly confirm your acceptance to this Appointment Letter by uploading a signed and scanned copy of the letter on the authorized joining portal within 5 working days of receipt of this Appointment Letter, post which the Appointment Letter stands revoked, as per the discretion of the Bank, and all the terms and conditions hereunder shall be null and void, and neither party shall have any obligation in relation thereto. Your acceptance to this Appointment Letter shall also mean the acceptance to the terms and conditions mentioned herein

You are requested to complete the joining formalities, on the authorized online portal of the Bank and submit the documents as required by the Bank.

Your Compensation Details and general terms and conditions for appointment are as per the enclosed Annexure/s

Further, your appointment is subject to your abiding to, in Appointment Letter and spirit,

- *Code of Conduct*
- *Code of Conduct for Prohibition of Insider Trading for the Bank*

Please note that you are required to keep the salary & other perquisites / benefits offered to you strictly confidential and not share information regarding the same with anyone.

This Appointment Letter shall be effective from your actual date of joining with the Bank. You are required to submit a signed copy of this Appointment Letter on/before the actual date of joining, failing which the appointment stands withdrawn without any further communication.

Congratulations on your appointment and we wish you a successful career with IDFC FIRST Bank Limited.

Thank You,

For **IDFC FIRST Bank Limited**

Digitally Signed by

Deepika Mahajan

Head Talent Acquisition & Employer Branding



I, **Harshitha K C**, son/daughter of _____ do hereby accept the above and confirm / certify the following:

- Date of Joining the Bank: 19/Apr/2022
- Email ID: HARSHITHA.20202MBA0350@presidencyuniversity.in

Signature:

Date:

Authenticated by



Sanu
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE
Registrar

**Annexure 1
COMPENSATION DETAILS**

Employee Name	Harshitha K C
Grade	Senior Officer
Business Unit	Retail Banking - Retail Liabilities
Location	Bengaluru-Pride Hulkul Lalbagh Main Rd (Sales Hub)

Component	Per Month(In INR.)	Per Annum (in INR.)
Basic Salary	6,250	75,000
Flexible Benefit Plan	23,200	2,78,400
Annual Guaranteed Cash (AGC)	29,450	3,53,400
Employer PF	1,800	21,600
Total Fixed Pay (TFP)	31,250	3,75,000

* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

Notes:

- ¹Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car / Reimbursement & National Pension Scheme or any other plan applicable as per Bank's policy. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the bank towards your life, accident & medical insurance. This is a notional premium amount & is not paid in cash to you
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.
- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back a minimum amount of Rs.15,000 /- back to the company towards joining and training expenses incurred by IDFC FIRST Bank.



Annexure 2
GENERAL TERMS AND CONDITIONS

LOCATION

Your joining location will be **Bengaluru-Pride Hulkul Lalbagh Main Rd (Sales Hub)**. However, during your employment you may be posted / transferred, as per the sole discretion of the Bank to any of the offices / locations/ projects/ divisions/ departments/ units/ subsidiaries/ sister concerns of the Bank, in the interest of the Bank , without any additional remuneration, with/ without assigning any reasons.

HOURS OF WORK

Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in.

LEAVE ENTITLEMENT

You shall be eligible for holidays and leave as per the Bank's leave policy, as may be amended from time to time.

TOTAL FIXED PAY (TFP):

The entitlements of your Total Fixed Pay are subject to the Bank's policy, procedure or guidelines that may be issued from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax and other related/applicable laws.

PERFORMANCE BONUS/ INCENTIVE PAYMENTS/ INDICATIVE TARGET BONUS

The Bank may, in its absolute discretion, pay you a bonus/ incentive of such amount, at such intervals and subject to such conditions as determined from time to time, in accordance with the Bank's Policy.

STATUTORY PAYMENTS / DEDUCTIONS


All statutory payments / deductions will be as per the applicable law and maybe changed from time to time based on changes in the law of the land.

DEDUCTIONS FROM TOTAL FIXED PAY/ANNUAL GROSS REMUNERATION PACKAGE

You agree that, at any time during your employment, or after the effective date of employment, the Bank may deduct, from your Total Fixed Pay /Annual Gross Remuneration Package/ Bank Account any overpayment made or amounts owed by you, this includes, but is not limited to, any excess (leave), outstanding loans, advances, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you. You agree that, at any time during your employment, or after the effective date of employment, the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

TAX

You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax authorities including other applicable statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

Sauve
REGISTRAR




MEDICAL FITNESS & VERIFICATION OF PARTICULARS

Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop a critical/chronic illness which restricts you from performing your official duties or in any way put your other colleagues at risk, you are required to inform Human Resource Department of the Bank (HR) about the same. Your employment is also subject to your clearing the Personal and Professional Background Verification as per the norms of the Bank, including your antecedents and document submitted. In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre-employment declaration or any such document are found false or unsatisfactory, your employment would be liable for termination at the Bank's discretion at any time without any notice or any compensation in lieu thereof.

RETIREMENT

Normal Retirement Age: You will automatically retire from the employment of the Bank, as the case may be, on attaining the retirement age of 58 years or as decided by the Bank and unless concluded earlier as per the discretion of the Bank . By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

COMPLIANCE

In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land. You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws. During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedure.

NOTICE PERIOD

Either party may terminate this employment by giving three (3) months' notice ("Notice Period") in writing or payment of three (3) months Total Fixed Pay (excluding retiral and other non-cash benefits) in lieu of the Notice Period or proportionate payment thereof in lieu of any shortfall in the Notice Period, acceptance or waiver, which will be at the sole discretion of the Bank. The Bank reserves the right, in its sole discretion, to waive all or part of this three (3) months' Notice Period and terminate the employee's employment or relieve the employee from the employment prior to the conclusion of Notice Period, and in such cases, the employee is liable to make payment of Total Fixed Pay for the waived off/unserved Notice Period as decided by the Bank. Notwithstanding anything foregoing, in case of waiver of the Notice Period as per the discretion of the Bank, the Bank shall not be liable to make any payment of salary (in accordance with the definition of Total Fixed Pay) to the employee in lieu of the waived off Notice Period. To the extent the Bank does not waive all or part of the Notice Period, the employee shall remain employed throughout the Notice Period (or portion thereof), or payment in lieu of any unserved Notice Period will be recovered from the employee and might attract applicable taxes. All applicable taxes once deducted will not be reversed under any circumstances. In case the last date as per the Notice Period of three (3) months falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day ("LWD"), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.

TERMINATION OF EMPLOYMENT

- If you absent yourself without authorized leave for continuous five (5) days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently



extended by five (5) days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you at the discretion of the Bank, including termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (**Notice Period**) in lieu of the Notice Period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity.

- The Bank reserves the right to terminate your employment/ Appointment Letter if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you a three months (3) prior written notice. In such event, you shall be paid applicable Total Fixed Pay less retiral to which you are entitled as per this Appointment Letter up to the effective date of termination.
- Your services are liable to be terminated without any notice or payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors or non-compliance of any law on your part..
- In the event your employment is terminated by reason of an eventuality caused by (your) death, your beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.
- The Bank has the right to terminate your employment for any reasons other than mentioned in the General Terms and Conditions by giving notice of three (3) months in writing or payment of (3) three months Total Fixed Pay (excluding retiral and other non-cash benefits) in lieu of Three (3) months' notice.
- You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

NON CONFLICT OF INTEREST AND NO EXTERNAL EMPLOYMENT

You will not, during your employment with the Bank, except with the specific approval of the Bank, undertake other full time or part time work for remuneration or work that adversely affect your professional image and integrity as an employee of the Bank.

RECEIPT OF PAYMENTS AND BENEFITS FROM THIRD PARTIES

Subject to the Bank regulations issued and amended from time to time, 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 Bank. If you or, 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 Bank for the amount received or the value of the benefit so obtained.

INFORMATION, ASSETS AND SYSTEMS

- When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction
- Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of Information Assets of IDFC FIRST Bank. Accordingly, you are required to familiarise yourself with the Information Security Policies and Procedures at IDFC FIRST Bank and abide by it in spirit and practice.

CODE OF CONDUCT AND EXPECTED EMPLOYEE CONDUCT

You are bound by the Bank's Code of Conduct and the bank may implement disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal. You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions of employment and the applicable guidelines and regulations.

You are expected to be well groomed and formally dressed at work.

PROFESSIONAL ETHICS & CONFIDENTIALITY:

- You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.
- Unauthorized disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary and other actions against you including termination of your employment. The disclosure and use of confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction". Where disclosure of confidential information is made by you in observance of order of a competent court or may be required to made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.
- You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank or make any use thereof, except for the benefit of and on behalf of, the Bank. Any disclosure which has not been expressly

authorized by the Bank shall be called unauthorized disclosure'.

- During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

DATA PROTECTION

- The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.
- By signing this contract, you acknowledge and agree that the Bank is permitted to hold personal information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business.
- You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in our view, required for the proper conduct of our business or that of any associated company. This clause applies to information held, used or disclosed in any medium.

INTELLECTUAL PROPERTY:

- For the purposes of this clause, Intellectual property means intellectual property of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- If you (whether alone or with others) shall, during your employment with the Bank, make or create an idea, method, invention, discovery, design or develop any and all other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Works") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).
- The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.
- You shall not (except as provided in this Appointment Letter or as may be necessary in the course of your duties for the Bank) disclose or make use of any Works without the Bank's prior written consent.

INDEMNITY

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful

acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your employment on such count or the right of the Bank to seek other remedies which the Bank may have to make good the loss or damage.

FORCE MAJEURE

Notwithstanding anything contained herein, if the regular operations of the Bank are suspended, in full or part, resulting from unforeseen circumstance or general economic conditions or regulatory, governmental or legal restriction /actions, or other general market effects or Acts of God or other cause of similar or different nature including war, outbreak of epidemic or pandemic beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith, during the continuation of such suspension of operations. In addition to the foregoing the Bank may, by written notice, terminate this Appointment Letter forthwith or change the terms and conditions of this agreement with no further liability whatsoever.

NON-SOLICITATION AND RESTRICTIVE COVENANT

- You are committed not to hire anyone or engage in any sort of discussion with an employee of IDFC FIRST Bank or any of its subsidiaries for at least one year from your last working date in IDFC FIRST Bank. This is applicable even during your period of employment whether approached by the employee or officers of IDFC FIRST Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of IDFC FIRST Bank or any of its subsidiaries should not be solicited or encouraged to leave IDFC FIRST Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.
- You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person to transfer from the Bank to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Bank.
- You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

REVOKING THE APPOINTMENT

- The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.
- In the event of a criminal case being filed against you in your personal capacity, the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn. You may also be placed under suspension pending enquiry into the charges of misconduct or otherwise.

OTHER TERMS AND CONDITIONS:

- Your date of birth mentioned as per PAN card and any other acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.
- As a potential employee and subject to terms and conditions of the appointment, we assume that the submission of documents and details furnished as part of the documentation procedure which includes furnishing your personal, academic and professional details are authentic and self-attested duly. The Bank will include these details as a part of your employment information/records as deemed confirmed by you with respect to accuracy and update of the information.
- As an employee you are responsible to provide correct email ID and phone number and all communication/information exchange will happen on the same. The email ID and phone number as provided by you will stand valid for all communication from IDFC FIRST Bank Limited. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- During your employment, you will be subject to the service/employment rules, regulations and policy of the Bank applicable from time to time.
- The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.
- Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by the Terms and Conditions of Employment, HR Manual and other policies and procedures of the Bank as presently applicable and as may be introduced or amended from time to time.
- You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.
- You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.
- If at any time you are involved in any legal / administrative / quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof.
- You shall not at any time use your association with the Bank to gain unfair advantage for personal purposes.
- You shall follow all directions, instructions, guidelines and policies of the Bank issued from time to time in discharge of your duties.
- In addition to the terms and conditions mentioned herein, you hereby agree that you have read and understood and shall be abided by the 'Terms and Conditions of Employment 'as available on the intranet portal and your joining portal and as may be amended from time to time by the Bank at its sole discretion.

WARRANTY

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

CHANGE IN TERMS AND CONDITONS



- The terms and conditions of the Appointment Letter are subject to revision and change by the Bank, without notice. The revised terms and conditions shall be applicable and abided by all the employees, effective from the date of revision or change.
- The present designation and terms of services including your emoluments are subject to change depending upon work assignment from time to time

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- If this Appointment Letter is not accepted by applicant within Five (5) days of receiving the letter, it shall stand revoked, at the discretion of the Bank, and all terms and conditions considered null and void, and neither party shall have any obligation in relation thereto.
- It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.
- If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions of shall continue in full force and effect and operate as if the severed portion had not been included.

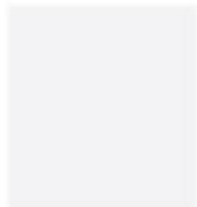
GOVERNING LAW

The interpretation and enforcement of this contract shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

Accepted & Agreed:

Signature:

Date:





Name: **Harshitha K C**

Date: 28-Mar-2022

Company ID: 174046

OUR EMPLOYEE VALUE PROPOSITION

Congratulations! We are delighted to welcome you to the IDFC FIRST Bank family.

At the IDFC FIRST Bank we aim at giving each employee an opportunity to succeed. You are an integral part of our growth story and our success stories are now intertwined.

There's a lot to learn with us, not only the work but also about our culture and values. Our employee value proposition below portrays the value and experience you will gain by working at our bank.

*Be part of a **winning team**.*

*Drive change with **cutting edge technology**.*

*Join a work force that is high on **integrity**.*

*Be where **growth** is not just a number.*

*Make a **social impact**, make a difference to the society.*

*Be **dynamic**, agile, responsive, bold, disruptive.*

*We invite you to contribute to building **the world's best bank right here in India!***

We are excited about you joining the bank and wish you great success in your new role.

Warm Regards

Deepika Mahajan

Head Talent Acquisition and Employer Branding

Human Resource Department.

IDFC FIRST BANK LTD.

Annexure 3

**PRE JOINING DOCUMENT CHECKLIST
(TO BE UPLOADED ON THE IDFC FIRST BANK HR SYSTEM)**

S.No	Document Name	Acceptable Proof
1	Permanent Address Proof	Passport/Driving License/Voters Id Card
2	Current Address Proof (if different from permanent address)	Passbook/Rent Agreement
3	Cancelled Cheque for Alternate Bank Account	If cheque book is not available, copy of the passbook with account number and address can be submitted
4	Employment Documents (Only for experienced candidates)	Relieving Letter/ Experience letter required for all the employments mentioned on the resume. Kindly note that, relieving letter for the last employment is required to be submitted within 45 days of joining.
5	Education Documents	Mark sheets and certificates for all relevant qualifications, as mentioned on the resume
6	Resignation proof for last employment (Only for experienced candidates)	Scanned copy of resignation proof/Resignation Email/ System Screenshot of resignation submission
7	Photo	High resolution clear passport size photograph with white background is required. This will be printed on your ID card
8	Driving License (Only for ca	Driving License copy can be uploaded
9	Insurance Book (Only for ca	Copy of the insurance book can be uploaded
10	RC Book (Only for candidat	RC Book copy can be uploaded. In case, you do not own a vehicle, an authority letter is to be Navigation: Me > Onboarding
11	Accepted Copy of the Appointment Letter with signature of the applicant and acceptance date	



EduInstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

Appointment letter

Bangalore

Dear SYED SUJATH A

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment. For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. PROBATION

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

As a term of your employment from time to time you may be required to undertake such other duties as they may be commensurate with the business needs of the Company.

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

b. Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

c. You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted in that statement.


REGISTRAR




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d. Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

e. In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourself, and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you of any amendments which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

a. Subject to your role qualifying for overtime under applicable statutory provisions if occasions so arise when you may be required to work additional hours beyond normal hours.

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies





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affiliated to Eduinstyn Learning Pvt Ltd. A change of your place of residence may be required from time to time and you may be transferred from one city to another for the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

b. In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Eduinstyn Learning Pvt Ltd immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters pertaining to Eduinstyn Learning Pvt Ltd, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts industry standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

a. You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company.

16. DATA PROTECTION


REGISTRAR




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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, yourself, your colleagues, vendors, or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. Under the Company's policies, it is important that the Company's internal, restricted, or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.
- c. Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

19. TERMINATION OF EMPLOYMENT BY YOU

- a. During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **1 months'** notice in writing. Where a notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying an amount equal to 2 months' salary to the Company in lieu of the notice period.
- b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.
- c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules, and regulations applicable to employees. Such changes would be communicated through internal communication to the employees at large. Such changes shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

25. EXCLUSIVE JURISDICTION

a. Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

26. SEVERABILITY





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a. If any part of this agreement is held invalid, void, or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.

CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within **7** days of the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable. • EPFO guidelines for International Worker applicable. • Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time. • As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deducted) to furnish his/her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd


REGISTRAR




EduInstyn Learning Pvt Ltd

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Karnataka 560068

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Appointment letter

Bangalore

Dear Salman Khan A

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment. For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. PROBATION

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. **NOTE:** If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

As a term of your employment from time to time you may be required to undertake such other duties as they may be commensurate with the business needs of the Company.

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

b. Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

c. You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted in that statement.


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d. Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

e. In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourself, and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with the Company.

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a. The Company may undertake a periodic review of salaries, and will notify you of any amendments which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

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a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

a. Subject to your role qualifying for overtime under applicable statutory provisions if occasions so arise when you may be required to work additional hours beyond normal hours.

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

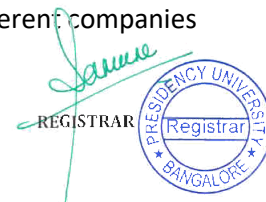
c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

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11. RETIREMENT

a. Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

b. In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Eduinstyn Learning Pvt Ltd immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters pertaining to Eduinstyn Learning Pvt Ltd, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts industry standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

a. You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company.

16. DATA PROTECTION


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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, yourself, your colleagues, vendors, or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. Under the Company's policies, it is important that the Company's internal, restricted, or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.
- c. Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

19. TERMINATION OF EMPLOYMENT BY YOU

- a. During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **1 months'** notice in writing. Where a notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying an amount equal to 2 months' salary to the Company in lieu of the notice period.
- b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.
- c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT


REGISTRAR




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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules, and regulations applicable to employees. Such changes would be communicated through internal communication to the employees at large. Such changes shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

25. EXCLUSIVE JURISDICTION

a. Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

26. SEVERABILITY





EduInstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
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a. If any part of this agreement is held invalid, void, or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.

CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within **7** days of the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable. • EPFO guidelines for International Worker applicable. • Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time. • As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deducted) to furnish his/her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

SI no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd


REGISTRAR




EduInstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
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Appointment letter

Bangalore

Dear SHARANAMMA

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment. For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. PROBATION

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. **NOTE:** If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

As a term of your employment from time to time you may be required to undertake such other duties as they may be commensurate with the business needs of the Company.

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

b. Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

c. You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted in that statement.


REGISTRAR




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d. Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

e. In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourself, and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you of any amendments which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

a. Subject to your role qualifying for overtime under applicable statutory provisions if occasions so arise when you may be required to work additional hours beyond normal hours.

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies





Eduinstyn Learning Pvt Ltd

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affiliated to Eduinstyn Learning Pvt Ltd. A change of your place of residence may be required from time to time and you may be transferred from one city to another for the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

b. In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Eduinstyn Learning Pvt Ltd immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters pertaining to Eduinstyn Learning Pvt Ltd, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts industry standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

a. You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company.

16. DATA PROTECTION





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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, yourself, your colleagues, vendors, or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. Under the Company's policies, it is important that the Company's internal, restricted, or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.
- c. Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

19. TERMINATION OF EMPLOYMENT BY YOU

- a. During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **1 months'** notice in writing. Where a notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying an amount equal to 2 months' salary to the Company in lieu of the notice period.
- b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.
- c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT


REGISTRAR




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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

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d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

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24. AMENDMENTS

a. The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules, and regulations applicable to employees. Such changes would be communicated through internal communication to the employees at large. Such changes shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

25. EXCLUSIVE JURISDICTION

a. Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

26. SEVERABILITY





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a. If any part of this agreement is held invalid, void, or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.

CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within **7** days of the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable. • EPFO guidelines for International Worker applicable. • Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time. • As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deducted) to furnish his/her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

SI no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
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3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd


REGISTRAR




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Karnataka 560068

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Appointment letter

Bangalore

Dear PREETI MAHARUDRAPPA INGINSHETTY

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment. For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. PROBATION

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

As a term of your employment from time to time you may be required to undertake such other duties as they may be commensurate with the business needs of the Company.

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

b. Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

c. You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted in that statement.


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d. Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

e. In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourself, and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you of any amendments which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

a. Subject to your role qualifying for overtime under applicable statutory provisions if occasions so arise when you may be required to work additional hours beyond normal hours.

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

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a. Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies





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affiliated to Eduinstyn Learning Pvt Ltd. A change of your place of residence may be required from time to time and you may be transferred from one city to another for the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

b. In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Eduinstyn Learning Pvt Ltd immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters pertaining to Eduinstyn Learning Pvt Ltd, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts industry standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

a. You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company.

16. DATA PROTECTION


REGISTRAR




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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, yourself, your colleagues, vendors, or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. Under the Company's policies, it is important that the Company's internal, restricted, or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.
- c. Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

19. TERMINATION OF EMPLOYMENT BY YOU

- a. During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **1 months'** notice in writing. Where a notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying an amount equal to 2 months' salary to the Company in lieu of the notice period.
- b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.
- c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT


REGISTRAR




Eduinstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules, and regulations applicable to employees. Such changes would be communicated through internal communication to the employees at large. Such changes shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

25. EXCLUSIVE JURISDICTION

a. Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

26. SEVERABILITY





EduInstyn Learning Pvt Ltd

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a. If any part of this agreement is held invalid, void, or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.

CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within **7** days of the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable. • EPFO guidelines for International Worker applicable. • Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time. • As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deducted) to furnish his/her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

SI no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd


REGISTRAR




EduInstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

Appointment letter

Bangalore

Dear Nikhita Nagendra Rao Patil

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment. For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. PROBATION

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. **NOTE:** If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

As a term of your employment from time to time you may be required to undertake such other duties as they may be commensurate with the business needs of the Company.

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

b. Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

c. You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted in that statement.


REGISTRAR




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d. Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

e. In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourself, and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you of any amendments which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

a. Subject to your role qualifying for overtime under applicable statutory provisions if occasions so arise when you may be required to work additional hours beyond normal hours.

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies





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affiliated to Eduinstyn Learning Pvt Ltd. A change of your place of residence may be required from time to time and you may be transferred from one city to another for the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

b. In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Eduinstyn Learning Pvt Ltd immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters pertaining to Eduinstyn Learning Pvt Ltd, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts industry standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

a. You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company.

16. DATA PROTECTION


REGISTRAR




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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, yourself, your colleagues, vendors, or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. Under the Company's policies, it is important that the Company's internal, restricted, or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

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- b. In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.
- c. Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

19. TERMINATION OF EMPLOYMENT BY YOU

- a. During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **1 months'** notice in writing. Where a notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying an amount equal to 2 months' salary to the Company in lieu of the notice period.
- b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.
- c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT


REGISTRAR




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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

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a. In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

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d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

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24. AMENDMENTS

a. The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules, and regulations applicable to employees. Such changes would be communicated through internal communication to the employees at large. Such changes shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

25. EXCLUSIVE JURISDICTION

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26. SEVERABILITY





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a. If any part of this agreement is held invalid, void, or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.

CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within **7** days of the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable. • EPFO guidelines for International Worker applicable. • Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time. • As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deducted) to furnish his/her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

SI no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd


REGISTRAR




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Karnataka 560068

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Appointment letter

Bangalore

Dear HIMASHINI R

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment. For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. PROBATION

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. **NOTE:** If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

As a term of your employment from time to time you may be required to undertake such other duties as they may be commensurate with the business needs of the Company.

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

b. Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

c. You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted in that statement.


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d. Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

e. In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourself, and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you of any amendments which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

a. Subject to your role qualifying for overtime under applicable statutory provisions if occasions so arise when you may be required to work additional hours beyond normal hours.

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

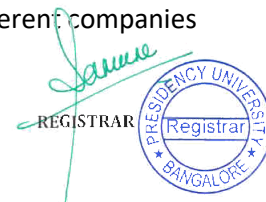
c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies





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affiliated to Eduinstyn Learning Pvt Ltd. A change of your place of residence may be required from time to time and you may be transferred from one city to another for the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

b. In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Eduinstyn Learning Pvt Ltd immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters pertaining to Eduinstyn Learning Pvt Ltd, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts industry standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

a. You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company.

16. DATA PROTECTION


REGISTRAR




EduInstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, yourself, your colleagues, vendors, or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. Under the Company's policies, it is important that the Company's internal, restricted, or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.
- c. Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

19. TERMINATION OF EMPLOYMENT BY YOU

- a. During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **1 months'** notice in writing. Where a notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying an amount equal to 2 months' salary to the Company in lieu of the notice period.
- b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.
- c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules, and regulations applicable to employees. Such changes would be communicated through internal communication to the employees at large. Such changes shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

25. EXCLUSIVE JURISDICTION

a. Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

26. SEVERABILITY





EduInstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

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a. If any part of this agreement is held invalid, void, or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.

CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within **7** days of the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable. • EPFO guidelines for International Worker applicable. • Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time. • As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deducted) to furnish his/her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

SI no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd


REGISTRAR




EduInstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
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Appointment letter

Bangalore

Dear GIRISH N

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment. For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. PROBATION

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

As a term of your employment from time to time you may be required to undertake such other duties as they may be commensurate with the business needs of the Company.

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

b. Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

c. You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted in that statement.


REGISTRAR




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d. Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

e. In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourself, and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you of any amendments which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

a. Subject to your role qualifying for overtime under applicable statutory provisions if occasions so arise when you may be required to work additional hours beyond normal hours.

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies





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affiliated to Eduinstyn Learning Pvt Ltd. A change of your place of residence may be required from time to time and you may be transferred from one city to another for the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

b. In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Eduinstyn Learning Pvt Ltd immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters pertaining to Eduinstyn Learning Pvt Ltd, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts industry standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

a. You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company.

16. DATA PROTECTION


REGISTRAR




EduInstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
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CIN: U80902KA2022PTC156854
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study@instyn.school

a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, yourself, your colleagues, vendors, or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. Under the Company's policies, it is important that the Company's internal, restricted, or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

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During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.
- c. Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

19. TERMINATION OF EMPLOYMENT BY YOU

- a. During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **1 months'** notice in writing. Where a notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying an amount equal to 2 months' salary to the Company in lieu of the notice period.
- b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.
- c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT


REGISTRAR




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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules, and regulations applicable to employees. Such changes would be communicated through internal communication to the employees at large. Such changes shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

25. EXCLUSIVE JURISDICTION

a. Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

26. SEVERABILITY





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a. If any part of this agreement is held invalid, void, or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.

CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within **7** days of the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable. • EPFO guidelines for International Worker applicable. • Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time. • As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deducted) to furnish his/her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

SI no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd


REGISTRAR




EduInstyn Learning Pvt Ltd

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HSR Layout, Bengaluru,
Karnataka 560068

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Appointment letter

Bangalore

Dear MOHAMMAD SAAD

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment. For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. PROBATION

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. **NOTE:** If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

As a term of your employment from time to time you may be required to undertake such other duties as they may be commensurate with the business needs of the Company.

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

b. Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

c. You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted in that statement.


REGISTRAR




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d. Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

e. In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourself, and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you of any amendments which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

a. Subject to your role qualifying for overtime under applicable statutory provisions if occasions so arise when you may be required to work additional hours beyond normal hours.

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies





Eduinstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

affiliated to Eduinstyn Learning Pvt Ltd. A change of your place of residence may be required from time to time and you may be transferred from one city to another for the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

b. In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Eduinstyn Learning Pvt Ltd immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters pertaining to Eduinstyn Learning Pvt Ltd, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts industry standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

a. You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company.

16. DATA PROTECTION


REGISTRAR




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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, yourself, your colleagues, vendors, or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. Under the Company's policies, it is important that the Company's internal, restricted, or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.
- c. Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

19. TERMINATION OF EMPLOYMENT BY YOU

- a. During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **1 months'** notice in writing. Where a notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying an amount equal to 2 months' salary to the Company in lieu of the notice period.
- b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.
- c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT





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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules, and regulations applicable to employees. Such changes would be communicated through internal communication to the employees at large. Such changes shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

25. EXCLUSIVE JURISDICTION

a. Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

26. SEVERABILITY





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a. If any part of this agreement is held invalid, void, or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.

CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within **7** days of the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable. • EPFO guidelines for International Worker applicable. • Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time. • As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deducted) to furnish his/her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd


REGISTRAR




EduInstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
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Appointment letter

Bangalore

Dear GURRAM ROHITH REDDY

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment. For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. PROBATION

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: **Manger-Sales**

As a term of your employment from time to time you may be required to undertake such other duties as they may be commensurate with the business needs of the Company.

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

b. Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

c. You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted in that statement.


REGISTRAR




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d. Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

e. In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourself, and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you of any amendments which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

a. Subject to your role qualifying for overtime under applicable statutory provisions if occasions so arise when you may be required to work additional hours beyond normal hours.

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

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affiliated to Eduinstyn Learning Pvt Ltd. A change of your place of residence may be required from time to time and you may be transferred from one city to another for the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

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a. Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

b. In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Eduinstyn Learning Pvt Ltd immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters pertaining to Eduinstyn Learning Pvt Ltd, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts industry standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

a. You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company.

16. DATA PROTECTION


REGISTRAR




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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, yourself, your colleagues, vendors, or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
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- f. Under the Company's policies, it is important that the Company's internal, restricted, or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

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During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.
- c. Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

19. TERMINATION OF EMPLOYMENT BY YOU

- a. During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **1 months'** notice in writing. Where a notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying an amount equal to 2 months' salary to the Company in lieu of the notice period.
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- c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT


REGISTRAR




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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

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d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules, and regulations applicable to employees. Such changes would be communicated through internal communication to the employees at large. Such changes shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

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a. Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

26. SEVERABILITY





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a. If any part of this agreement is held invalid, void, or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.

CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within **7** days of the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable. • EPFO guidelines for International Worker applicable. • Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time. • As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deducted) to furnish his/her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
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3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd


REGISTRAR




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Appointment letter

Bangalore

Dear UMAMAHESHWARI S

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Eduinstyn Learning Pvt Ltd, with a commencement date of **02/14/2022(Month/date/year)**. Please report to the undersigned on **02/14/2022(Month/date/year)** will carry an annual CTC of **INR 2,40,000/-** at **11:00 AM** at our office address - 675, 9th Main Rd, Sector 7, HSR Layout, Bengaluru, Karnataka based on the terms and conditions stated herein. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment. For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. PROBATION

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, you are required to work with us for a minimum tenure of 12 months from the date of confirmation. At any point in time if you wish to leave the company due to reasons of your own, you will have to pay a compensation amounting to 1 month's total pay.

d. NOTE: If you were hired as Trainee/Intern before for a period up to 3 months/6 Months. The Probationary will be considered as void.

3. JOB TITLE: Manger-Sales

As a term of your employment from time to time you may be required to undertake such other duties as they may be commensurate with the business needs of the Company.

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

b. Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

c. You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted in that statement.


REGISTRAR




EduInstyn Learning Pvt Ltd

675, 9th Main Rd, Sector 7
HSR Layout, Bengaluru,
Karnataka 560068

CIN: U80902KA2022PTC156854
PAN: AAGCE8604F
study@instyn.school

d. Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

e. In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourself, and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with the Company.

5. SALARY REVISIONS

a. The Company may undertake a periodic review of salaries, and will notify you of any amendments which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

6. DEDUCTIONS FROM PAY

a. When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.

b. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.

c. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

7. HOURS OF WORK

a. Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.

b. The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

a. Subject to your role qualifying for overtime under applicable statutory provisions if occasions so arise when you may be required to work additional hours beyond normal hours.

9. LEAVES

a. The Company's holiday year runs from the first day of January to the last day of December in the same year.

b. In a Year, you are entitled to 15 days of earned leave, 6 days of casual leave and 6 days of sick leave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.

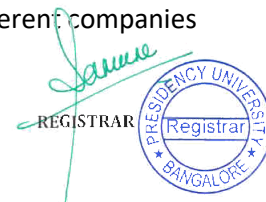
c. Please refer to the detailed Leave Policy upon joining.

d. No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.

e. Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

a. Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies





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affiliated to Eduinstyn Learning Pvt Ltd. A change of your place of residence may be required from time to time and you may be transferred from one city to another for the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

a. Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact on the effective performance of your services.

12. RULES AND REGULATIONS

a. Eduinstyn Learning Pvt Ltd is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

b. In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Eduinstyn Learning Pvt Ltd immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.

c. Other specific rules and regulations will be notified by the Company from time to time.

d. Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

a. As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters pertaining to Eduinstyn Learning Pvt Ltd, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

14. PROTECTION OF PERSONAL DATA

a. Eduinstyn Learning Pvt Ltd adopts industry standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs.

b. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.

c. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

a. You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company.

16. DATA PROTECTION


REGISTRAR




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a. Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, yourself, your colleagues, vendors, or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- b. Do not disclose personal data without authority
- c. Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- d. Lock all printouts away when not in use
- e. Do not disclose your computer password to any unauthorized person.
- f. Under the Company's policies, it is important that the Company's internal, restricted, or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- a. Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- b. In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.
- c. Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

19. TERMINATION OF EMPLOYMENT BY YOU

- a. During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **1 months'** notice in writing. Where a notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying an amount equal to 2 months' salary to the Company in lieu of the notice period.
- b. **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.
- c. **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to a "Pay per Conversion" model wherein you will be eligible to receive 30% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT


REGISTRAR




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a. You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Eduinstyn Learning Pvt Ltd provided property upon your end of employment. You shall not make any copies of work products or software or retain any of Eduinstyn Learning Pvt Ltd assets in your possession after your employment with Eduinstyn Learning Pvt Ltd comes to an end. You understand that a breach of this obligation entitles Eduinstyn Learning Pvt Ltd to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

a. In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Eduinstyn Learning Pvt Ltd in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.

b. You shall not retain any copies of the same in your personal computer or mail systems.

c. You understand that intellectual property is a vital asset for Eduinstyn Learning Pvt Ltd and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Eduinstyn Learning Pvt Ltd and allow Eduinstyn Learning Pvt Ltd to prosecute a legal action, claim damages or injunctions.

d. You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for Eduinstyn Learning Pvt Ltd.

22. INDEMNIFICATIONS

a. You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Eduinstyn Learning Pvt Ltd financial, reputational or goodwill loss, hence you shall at all times indemnify Eduinstyn Learning Pvt Ltd, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

a. You shall not directly or indirectly induce, influence, coerce, solicit any of Eduinstyn Learning Pvt Ltd's customers or employees. This restriction applies during your tenure with Eduinstyn Learning Pvt Ltd and for a duration of two years after termination of your engagement with Eduinstyn Learning Pvt Ltd, regardless of the reason for termination of your engagement with Eduinstyn Learning Pvt Ltd.

24. AMENDMENTS

a. The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules, and regulations applicable to employees. Such changes would be communicated through internal communication to the employees at large. Such changes shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

25. EXCLUSIVE JURISDICTION

a. Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

26. SEVERABILITY





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a. If any part of this agreement is held invalid, void, or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.

CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within **7** days of the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd

ANNEXURE-1

THE CTC PROVIDED BY THE COMPANY WILL BE **INR 2,40,000 LPA** for **3** months of probation period, after probation period the same will be revised to **INR 3,00,000 LPA** for a period of **3** months thereafter. After completion of **6** months in our organization your CTC will be revised to **INR 5,00,000 LPA** as fixed component and **INR 3,00,000 LPA** as the variable component

Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable. • EPFO guidelines for International Worker applicable. • Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time. • As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deducted) to furnish his/her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,20,000.00	10,000.00
2	Dearness Allowance	36,000.00	3,000.00
3	House Rent Allowance	60,000.00	5,000.00
4	Special Allowance	24,000.00	2,000.00
	Gross Salary	2,40,000.00	20,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,37,600.00	19,800.00

Yours sincerely,

Human Resource
Eduinstyn Learning Pvt Ltd



Offer Letter

Mr. Abith Murali.T

14th December,2021

Sub: Offer of appointment as “**Associate Manager-Bangalore**” Sunstone Education Technology Pvt. Ltd.

Dear Abith Murali.T,

Please refer to your application and the subsequent interview you had with us. We are pleased to offer you an appointment “**Associate Manager-Bangalore**” on the following terms and conditions:

1. You will be paid monthly emoluments as mentioned in annexure A. These have been discussed and accepted by you during the selection process.
2. You will join the company on **01st February,2022 i.e., Tuesday.**
3. Your base location will be **Bangalore.**
4. You will be a part of the **Admissions** Department.
5. This offer is provisional in nature and the regular offer of appointment shall be made to you upon your joining the duties and satisfactory completion of the joining formalities.
6. After successfully completion of the 3 months’ probation period your salary will revised as per **Annexure B.**
7. If you accept the above, please report to the HR Department of sunstone Education Technology Pvt. Ltd. On the date mentioned above at 11:00 AM along with the following:
 - (a) 6 passport size color photographs.
 - (b) Proof of age certificate along with the photocopy.
 - (c) Proof of academic / technical qualifications certificates along with the photocopies.
 - (d) Copy of resignation letter duly stamped and accepted by your current employer, if in employment or Relieving letter from the current employer.
 - (e) Last pay drawn certificate, if in employment.
 - (f) Form16 from Last Employer, if in employment
 - (g) PAN Card

regd office

A95, Ground Floor,
Saraswati Vihar,
Delhi 110034

corporate office

Sunstone Eduversity, 3rd Floor, Tower B,
Unitech Cyber Park, Sector 39,
Gurgaon, Haryana 122002

contact

+91 8860 22 34 56
+91 8800 92 08 08



- (h) Cancelled Cheque / Photocopy of Credit Card
 - (i) Appointment letter from current employer
 - (j) Last increment letter from current from current employer, if in employment
 - (k) Residence Address Proof
8. The management reserves the right to withdraw the said offer in case any of the information provided by you in the Application Form/Personal Data Form is found misleading or misconceived and/or if any of the above conditions are not fulfilled by you at the time of joining and/ or the background verification check is found to be not in accordance with the Code of Conduct of **Sunstone Education Technology Pvt. Ltd.**
9. By accepting this offer, both Sunstone Education Technology Pvt. Ltd. and you agree to not entertain any offers or take steps towards exploring any other alternative opportunity related to the possible break down on the engagement pertaining to the position "**Associate Manager-Bangalore**" at Sunstone Education Technology Pvt. Ltd.

In token of having accepted the above, please sign on the duplicate copy of this letter and return to us.

Thanking you

Yours faithfully,

For **Sunstone Education Technology Pvt. Ltd.**

Sanam Chawla Sarda

Sanam Chawla Sarda

AVP- Human Resources

regd office

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Compensation Breakup from Sunstone Education Technology Pvt. Ltd.

Annexure A

Components Monthly Annual	Monthly	Annual
Basic	11,379	1,36,550
HRA	5,690	68,275
Other Allowance	5,690	68,275
Gross CTC (A)	22,758	2,73,100
Deductions		
Provident Fund	1,366	16,386
Company Contribution to Provident Fund	1,366	16,386
Total (B)	2,731	32,772
Net Take Home (Before TDS and Incentive)	20,027	2,40,328

*Note: Rs. 25/- will be deducted every month from net pay for Labour Welfare Fund.

Annexure B

Components Monthly Annual	Monthly	Annual
Basic	20,833	2,50,000
HRA	10,417	1,25,000
Other Allowance	10,417	1,25,000
Gross CTC (A)	41,667	5,00,000
Deductions		
Provident Fund	1,800	21,600
Company Contribution to Provident Fund	1,800	21,600
Total (B)	3,600	43,200
Performance Linked Incentive*		2,00,000
Total CTC		7,00,000
Net Take Home (Before TDS and Incentive)	38,067	4,56,800

*Performance Linked Incentive will be paid annually.

*Note: Rs. 25/- will be deducted every month from net pay for Labour Welfare Fund.

Offer Letter

Mr. Manoj Kumar S

14th December,2021

Sub: Offer of appointment as “**Associate Manager-Bangalore**” Sunstone Education Technology Pvt. Ltd.

Dear Manoj Kumar S,

Please refer to your application and the subsequent interview you had with us. We are pleased to offer you an appointment “**Associate Manager-Bangalore**” on the following terms and conditions:

1. You will be paid monthly emoluments as mentioned in annexure A. These have been discussed and accepted by you during the selection process.
2. You will join the company on **01st February,2022 i.e., Tuesday.**
3. Your base location will be **Bangalore.**
4. You will be a part of the **Admissions** Department.
5. This offer is provisional in nature and the regular offer of appointment shall be made to you upon your joining the duties and satisfactory completion of the joining formalities.
6. After successfully completion of the 3 months’ probation period your salary will revised as per **Annexure B.**
7. If you accept the above, please report to the HR Department of sunstone Education Technology Pvt. Ltd. On the date mentioned above at 11:00 AM along with the following:
 - (a) 6 passport size color photographs.
 - (b) Proof of age certificate along with the photocopy.
 - (c) Proof of academic / technical qualifications certificates along with the photocopies.
 - (d) Copy of resignation letter duly stamped and accepted by your current employer, if in employment or Relieving letter from the current employer.
 - (e) Last pay drawn certificate, if in employment.
 - (f) Form16 from Last Employer, if in employment
 - (g) PAN Card

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- (h) Cancelled Cheque / Photocopy of Credit Card
 - (i) Appointment letter from current employer
 - (j) Last increment letter from current from current employer, if in employment
 - (k) Residence Address Proof
8. The management reserves the right to withdraw the said offer in case any of the information provided by you in the Application Form/Personal Data Form is found misleading or misconceived and/or if any of the above conditions are not fulfilled by you at the time of joining and/ or the background verification check is found to be not in accordance with the Code of Conduct of **Sunstone Education Technology Pvt. Ltd.**
9. By accepting this offer, both Sunstone Education Technology Pvt. Ltd. and you agree to not entertain any offers or take steps towards exploring any other alternative opportunity related to the possible break down on the engagement pertaining to the position "**Associate Manager-Bangalore**" at Sunstone Education Technology Pvt. Ltd.

In token of having accepted the above, please sign on the duplicate copy of this letter and return to us.

Thanking you

Yours faithfully,

For **Sunstone Education Technology Pvt. Ltd.**

Sanam Chawla Sarda

Sanam Chawla Sarda

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Compensation Breakup from Sunstone Education Technology Pvt. Ltd.

Annexure A

Components Monthly Annual	Monthly	Annual
Basic	11,379	1,36,550
HRA	5,690	68,275
Other Allowance	5,690	68,275
Gross CTC (A)	22,758	2,73,100
Deductions		
Provident Fund	1,366	16,386
Company Contribution to Provident Fund	1,366	16,386
Total (B)	2,731	32,772
Net Take Home (Before TDS and Incentive)	20,027	2,40,328

*Note: Rs. 25/- will be deducted every month from net pay for Labour Welfare Fund.

Annexure B

Components Monthly Annual	Monthly	Annual
Basic	20,833	2,50,000
HRA	10,417	1,25,000
Other Allowance	10,417	1,25,000
Gross CTC (A)	41,667	5,00,000
Deductions		
Provident Fund	1,800	21,600
Company Contribution to Provident Fund	1,800	21,600
Total (B)	3,600	43,200
Performance Linked Incentive*		2,00,000
Total CTC		7,00,000
Net Take Home (Before TDS and Incentive)	38,067	4,56,800

*Performance Linked Incentive will be paid annually.

*Note: Rs. 25/- will be deducted every month from net pay for Labour Welfare Fund.

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Offer Letter

Mr. Sam Daniel S

14th December, 2021

Sub: Offer of appointment as “**Associate Manager-Bangalore**” Sunstone Education Technology Pvt. Ltd.

Dear Sam Daniel S,

Please refer to your application and the subsequent interview you had with us. We are pleased to offer you an appointment “**Associate Manager-Bangalore**” on the following terms and conditions:

1. You will be paid monthly emoluments as mentioned in annexure A. These have been discussed and accepted by you during the selection process.
2. You will join the company on **01st February, 2022 i.e., Tuesday.**
3. Your base location will be **Bangalore.**
4. You will be a part of the **Admissions** Department.
5. This offer is provisional in nature and the regular offer of appointment shall be made to you upon your joining the duties and satisfactory completion of the joining formalities.
6. After successfully completion of the 3 months’ probation period your salary will revised as per **Annexure B.**
7. If you accept the above, please report to the HR Department of sunstone Education Technology Pvt. Ltd. On the date mentioned above at 11:00 AM along with the following:
 - (a) 6 passport size color photographs.
 - (b) Proof of age certificate along with the photocopy.
 - (c) Proof of academic / technical qualifications certificates along with the photocopies.
 - (d) Copy of resignation letter duly stamped and accepted by your current employer, if in employment or Relieving letter from the current employer.
 - (e) Last pay drawn certificate, if in employment.
 - (f) Form16 from Last Employer, if in employment
 - (g) PAN Card

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- (h) Cancelled Cheque / Photocopy of Credit Card
 - (i) Appointment letter from current employer
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 - (k) Residence Address Proof
8. The management reserves the right to withdraw the said offer in case any of the information provided by you in the Application Form/Personal Data Form is found misleading or misconceived and/or if any of the above conditions are not fulfilled by you at the time of joining and/ or the background verification check is found to be not in accordance with the Code of Conduct of **Sunstone Education Technology Pvt. Ltd.**
9. By accepting this offer, both Sunstone Education Technology Pvt. Ltd. and you agree to not entertain any offers or take steps towards exploring any other alternative opportunity related to the possible break down on the engagement pertaining to the position "**Associate Manager-Bangalore**" at Sunstone Education Technology Pvt. Ltd.

In token of having accepted the above, please sign on the duplicate copy of this letter and return to us.

Thanking you

Yours faithfully,

For **Sunstone Education Technology Pvt. Ltd.**

Sanam Chawla Sarda

Sanam Chawla Sarda

AVP- Human Resources

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Compensation Breakup from Sunstone Education Technology Pvt. Ltd.

Annexure A

Components Monthly Annual	Monthly	Annual
Basic	11,379	1,36,550
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Other Allowance	5,690	68,275
Gross CTC (A)	22,758	2,73,100
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Total (B)	2,731	32,772
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*Note: Rs. 25/- will be deducted every month from net pay for Labour Welfare Fund.

Annexure B

Components Monthly Annual	Monthly	Annual
Basic	20,833	2,50,000
HRA	10,417	1,25,000
Other Allowance	10,417	1,25,000
Gross CTC (A)	41,667	5,00,000
Deductions		
Provident Fund	1,800	21,600
Company Contribution to Provident Fund	1,800	21,600
Total (B)	3,600	43,200
Performance Linked Incentive*		2,00,000
Total CTC		7,00,000
Net Take Home (Before TDS and Incentive)	38,067	4,56,800

*Performance Linked Incentive will be paid annually.

*Note: Rs. 25/- will be deducted every month from net pay for Labour Welfare Fund.

regd office

A95, Ground Floor,
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Delhi 110034

corporate office

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Gurgaon, Haryana 122002

contact

+91 8860 22 34 56
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Offer Letter

Mr. Aparna Dev PK

14th December,2021

Sub: Offer of appointment as “**Associate Manager-Bangalore**” Sunstone Education Technology Pvt. Ltd.

Dear Aparna,

Please refer to your application and the subsequent interview you had with us. We are pleased to offer you an appointment “**Associate Manager-Bangalore**” on the following terms and conditions:

1. You will be paid monthly emoluments as mentioned in annexure A. These have been discussed and accepted by you during the selection process.
2. You will join the company on **01st February,2022 i.e., Tuesday.**
3. Your base location will be **Bangalore.**
4. You will be a part of the **Admissions** Department.
5. This offer is provisional in nature and the regular offer of appointment shall be made to you upon your joining the duties and satisfactory completion of the joining formalities.
6. After successfully completion of the 3 months’ probation period your salary will revised as per **Annexure B.**
7. If you accept the above, please report to the HR Department of sunstone Education Technology Pvt. Ltd. On the date mentioned above at 11:00 AM along with the following:
 - (a) 6 passport size color photographs.
 - (b) Proof of age certificate along with the photocopy.
 - (c) Proof of academic / technical qualifications certificates along with the photocopies.
 - (d) Copy of resignation letter duly stamped and accepted by your current employer, if in employment or Relieving letter from the current employer.
 - (e) Last pay drawn certificate, if in employment.
 - (f) Form16 from Last Employer, if in employment
 - (g) PAN Card

- (h) Cancelled Cheque / Photocopy of Credit Card
 - (i) Appointment letter from current employer
 - (j) Last increment letter from current from current employer, if in employment
 - (k) Residence Address Proof
8. The management reserves the right to withdraw the said offer in case any of the information provided by you in the Application Form/Personal Data Form is found misleading or misconceived and/or if any of the above conditions are not fulfilled by you at the time of joining and/ or the background verification check is found to be not in accordance with the Code of Conduct of **Sunstone Education Technology Pvt. Ltd.**
9. By accepting this offer, both Sunstone Education Technology Pvt. Ltd. and you agree to not entertain any offers or take steps towards exploring any other alternative opportunity related to the possible break down on the engagement pertaining to the position "**Associate Manager-Bangalore**" at Sunstone Education Technology Pvt. Ltd.

In token of having accepted the above, please sign on the duplicate copy of this letter and return to us.

Thanking you

Yours faithfully,

For **Sunstone Education Technology Pvt. Ltd.**

Sanam Chawla Sarda

Sanam Chawla Sarda

AVP- Human Resources

regd office

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corporate office

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Compensation Breakup from Sunstone Education Technology Pvt. Ltd.

Annexure A

Components Monthly Annual	Monthly	Annual
Basic	11,379	1,36,550
HRA	5,690	68,275
Other Allowance	5,690	68,275
Gross CTC (A)	22,758	2,73,100
Deductions		
Provident Fund	1,366	16,386
Company Contribution to Provident Fund	1,366	16,386
Total (B)	2,731	32,772
Net Take Home (Before TDS and Incentive)	20,027	2,40,328

*Note: Rs. 25/- will be deducted every month from net pay for Labour Welfare Fund.

Annexure B

Components Monthly Annual	Monthly	Annual
Basic	20,833	2,50,000
HRA	10,417	1,25,000
Other Allowance	10,417	1,25,000
Gross CTC (A)	41,667	5,00,000
Deductions		
Provident Fund	1,800	21,600
Company Contribution to Provident Fund	1,800	21,600
Total (B)	3,600	43,200
Performance Linked Incentive*		2,00,000
Total CTC		7,00,000
Net Take Home (Before TDS and Incentive)	38,067	4,56,800

*Performance Linked Incentive will be paid annually.

*Note: Rs. 25/- will be deducted every month from net pay for Labour Welfare Fund.

Offer Letter

Ms. Poornima L

14th December, 2021

Sub: Offer of appointment as “**Associate Manager-Bangalore**” Sunstone Education Technology Pvt. Ltd.

Dear Poornima L,

Please refer to your application and the subsequent interview you had with us. We are pleased to offer you an appointment “**Associate Manager-Bangalore**” on the following terms and conditions:

1. You will be paid monthly emoluments as mentioned in annexure A. These have been discussed and accepted by you during the selection process.
2. You will join the company on **01st February, 2022 i.e., Tuesday.**
3. Your base location will be **Bangalore.**
4. You will be a part of the **Admissions** Department.
5. This offer is provisional in nature and the regular offer of appointment shall be made to you upon your joining the duties and satisfactory completion of the joining formalities.
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In token of having accepted the above, please sign on the duplicate copy of this letter and return to us.

Thanking you

Yours faithfully,

For **Sunstone Education Technology Pvt. Ltd.**

Sanam Chawla Sarda

Sanam Chawla Sarda

AVP- Human Resources

regd office

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Delhi 110034

corporate office

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Compensation Breakup from Sunstone Education Technology Pvt. Ltd.

Annexure A

Components Monthly Annual	Monthly	Annual
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HRA	5,690	68,275
Other Allowance	5,690	68,275
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Deductions		
Provident Fund	1,366	16,386
Company Contribution to Provident Fund	1,366	16,386
Total (B)	2,731	32,772
Net Take Home (Before TDS and Incentive)	20,027	2,40,328

*Note: Rs. 25/- will be deducted every month from net pay for Labour Welfare Fund.

Annexure B

Components Monthly Annual	Monthly	Annual
Basic	20,833	2,50,000
HRA	10,417	1,25,000
Other Allowance	10,417	1,25,000
Gross CTC (A)	41,667	5,00,000
Deductions		
Provident Fund	1,800	21,600
Company Contribution to Provident Fund	1,800	21,600
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Offer Letter

Mr. Parvathy S

14th December,2021

Sub: Offer of appointment as “**Associate Manager-Bangalore**” Sunstone Education Technology Pvt. Ltd.

Dear Parvathy S,

Please refer to your application and the subsequent interview you had with us. We are pleased to offer you an appointment “**Associate Manager-Bangalore**” on the following terms and conditions:

1. You will be paid monthly emoluments as mentioned in annexure A. These have been discussed and accepted by you during the selection process.
2. You will join the company on **01st February,2022 i.e., Tuesday.**
3. Your base location will be **Bangalore.**
4. You will be a part of the **Admissions** Department.
5. This offer is provisional in nature and the regular offer of appointment shall be made to you upon your joining the duties and satisfactory completion of the joining formalities.
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- (h) Cancelled Cheque / Photocopy of Credit Card
 - (i) Appointment letter from current employer
 - (j) Last increment letter from current from current employer, if in employment
 - (k) Residence Address Proof
8. The management reserves the right to withdraw the said offer in case any of the information provided by you in the Application Form/Personal Data Form is found misleading or misconceived and/or if any of the above conditions are not fulfilled by you at the time of joining and/ or the background verification check is found to be not in accordance with the Code of Conduct of **Sunstone Education Technology Pvt. Ltd.**
9. By accepting this offer, both Sunstone Education Technology Pvt. Ltd. and you agree to not entertain any offers or take steps towards exploring any other alternative opportunity related to the possible break down on the engagement pertaining to the position "**Associate Manager-Bangalore**" at Sunstone Education Technology Pvt. Ltd.

In token of having accepted the above, please sign on the duplicate copy of this letter and return to us.

Thanking you

Yours faithfully,

For **Sunstone Education Technology Pvt. Ltd.**

Sanam Chawla Sarda

Sanam Chawla Sarda

AVP- Human Resources

regd office

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Compensation Breakup from Sunstone Education Technology Pvt. Ltd.

Annexure A

Components Monthly Annual	Monthly	Annual
Basic	11,379	1,36,550
HRA	5,690	68,275
Other Allowance	5,690	68,275
Gross CTC (A)	22,758	2,73,100
Deductions		
Provident Fund	1,366	16,386
Company Contribution to Provident Fund	1,366	16,386
Total (B)	2,731	32,772
Net Take Home (Before TDS and Incentive)	20,027	2,40,328

*Note: Rs. 25/- will be deducted every month from net pay for Labour Welfare Fund.

Annexure B

Components Monthly Annual	Monthly	Annual
Basic	20,833	2,50,000
HRA	10,417	1,25,000
Other Allowance	10,417	1,25,000
Gross CTC (A)	41,667	5,00,000
Deductions		
Provident Fund	1,800	21,600
Company Contribution to Provident Fund	1,800	21,600
Total (B)	3,600	43,200
Performance Linked Incentive*		2,00,000
Total CTC		7,00,000
Net Take Home (Before TDS and Incentive)	38,067	4,56,800

*Performance Linked Incentive will be paid annually.

*Note: Rs. 25/- will be deducted every month from net pay for Labour Welfare Fund.

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Offer Letter

Mr. P Kalidasan

14th December, 2021

Sub: Offer of appointment as “**Associate Manager-Bangalore**” Sunstone Education Technology Pvt. Ltd.

Dear P Kalidasan,

Please refer to your application and the subsequent interview you had with us. We are pleased to offer you an appointment “**Associate Manager-Bangalore**” on the following terms and conditions:

1. You will be paid monthly emoluments as mentioned in annexure A. These have been discussed and accepted by you during the selection process.
2. You will join the company on **01st February, 2022 i.e., Tuesday.**
3. Your base location will be **Bangalore.**
4. You will be a part of the **Admissions** Department.
5. This offer is provisional in nature and the regular offer of appointment shall be made to you upon your joining the duties and satisfactory completion of the joining formalities.
6. After successfully completion of the 3 months’ probation period your salary will revised as per **Annexure B.**
7. If you accept the above, please report to the HR Department of sunstone Education Technology Pvt. Ltd. On the date mentioned above at 11:00 AM along with the following:
 - (a) 6 passport size color photographs.
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 - (i) Appointment letter from current employer
 - (j) Last increment letter from current from current employer, if in employment
 - (k) Residence Address Proof
8. The management reserves the right to withdraw the said offer in case any of the information provided by you in the Application Form/Personal Data Form is found misleading or misconceived and/or if any of the above conditions are not fulfilled by you at the time of joining and/ or the background verification check is found to be not in accordance with the Code of Conduct of **Sunstone Education Technology Pvt. Ltd.**
9. By accepting this offer, both Sunstone Education Technology Pvt. Ltd. and you agree to not entertain any offers or take steps towards exploring any other alternative opportunity related to the possible break down on the engagement pertaining to the position "**Associate Manager-Bangalore**" at Sunstone Education Technology Pvt. Ltd.

In token of having accepted the above, please sign on the duplicate copy of this letter and return to us.

Thanking you

Yours faithfully,

For **Sunstone Education Technology Pvt. Ltd.**

Sanam Chawla Sarda

Sanam Chawla Sarda

AVP- Human Resources

regd office

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Compensation Breakup from Sunstone Education Technology Pvt. Ltd.

Annexure A

Components Monthly Annual	Monthly	Annual
Basic	11,379	1,36,550
HRA	5,690	68,275
Other Allowance	5,690	68,275
Gross CTC (A)	22,758	2,73,100
Deductions		
Provident Fund	1,366	16,386
Company Contribution to Provident Fund	1,366	16,386
Total (B)	2,731	32,772
Net Take Home (Before TDS and Incentive)	20,027	2,40,328

*Note: Rs. 25/- will be deducted every month from net pay for Labour Welfare Fund.

Annexure B

Components Monthly Annual	Monthly	Annual
Basic	20,833	2,50,000
HRA	10,417	1,25,000
Other Allowance	10,417	1,25,000
Gross CTC (A)	41,667	5,00,000
Deductions		
Provident Fund	1,800	21,600
Company Contribution to Provident Fund	1,800	21,600
Total (B)	3,600	43,200
Performance Linked Incentive*		2,00,000
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Offer Letter

Mr. Sumanth K

14th December, 2021

Sub: Offer of appointment as “**Associate Manager-Bangalore**” Sunstone Education Technology Pvt. Ltd.

Dear Sumanth K,

Please refer to your application and the subsequent interview you had with us. We are pleased to offer you an appointment “**Associate Manager-Bangalore**” on the following terms and conditions:

1. You will be paid monthly emoluments as mentioned in annexure A. These have been discussed and accepted by you during the selection process.
2. You will join the company on **01st February, 2022 i.e., Tuesday.**
3. Your base location will be **Bangalore.**
4. You will be a part of the **Admissions** Department.
5. This offer is provisional in nature and the regular offer of appointment shall be made to you upon your joining the duties and satisfactory completion of the joining formalities.
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 - (g) PAN Card

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 - (i) Appointment letter from current employer
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 - (k) Residence Address Proof
8. The management reserves the right to withdraw the said offer in case any of the information provided by you in the Application Form/Personal Data Form is found misleading or misconceived and/or if any of the above conditions are not fulfilled by you at the time of joining and/ or the background verification check is found to be not in accordance with the Code of Conduct of **Sunstone Education Technology Pvt. Ltd.**
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In token of having accepted the above, please sign on the duplicate copy of this letter and return to us.

Thanking you

Yours faithfully,

For **Sunstone Education Technology Pvt. Ltd.**

Sanam Chawla Sarda

Sanam Chawla Sarda

AVP- Human Resources

regd office

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Compensation Breakup from Sunstone Education Technology Pvt. Ltd.

Annexure A

Components Monthly Annual	Monthly	Annual
Basic	11,379	1,36,550
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Total (B)	2,731	32,772
Net Take Home (Before TDS and Incentive)	20,027	2,40,328

*Note: Rs. 25/- will be deducted every month from net pay for Labour Welfare Fund.

Annexure B

Components Monthly Annual	Monthly	Annual
Basic	20,833	2,50,000
HRA	10,417	1,25,000
Other Allowance	10,417	1,25,000
Gross CTC (A)	41,667	5,00,000
Deductions		
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Offer Letter

Ms. Aishwarya S

14th December, 2021

Sub: Offer of appointment as “**Associate Manager-Bangalore**” Sunstone Education Technology Pvt. Ltd.

Dear Aishwarya S,

Please refer to your application and the subsequent interview you had with us. We are pleased to offer you an appointment “**Associate Manager-Bangalore**” on the following terms and conditions:

1. You will be paid monthly emoluments as mentioned in annexure A. These have been discussed and accepted by you during the selection process.
2. You will join the company on **01st February, 2022 i.e., Tuesday.**
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Thanking you

Yours faithfully,

For **Sunstone Education Technology Pvt. Ltd.**

Sanam Chawla Sarda

Sanam Chawla Sarda

AVP- Human Resources

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Compensation Breakup from Sunstone Education Technology Pvt. Ltd.

Annexure A

Components Monthly Annual	Monthly	Annual
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Annexure B

Components Monthly Annual	Monthly	Annual
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Other Allowance	10,417	1,25,000
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Offer Letter

Ms. Durga S

14th December,2021

Sub: Offer of appointment as “**Associate Manager-Bangalore**” Sunstone Education Technology Pvt. Ltd.

Dear Durga S,

Please refer to your application and the subsequent interview you had with us. We are pleased to offer you an appointment “**Associate Manager-Bangalore**” on the following terms and conditions:

1. You will be paid monthly emoluments as mentioned in annexure A. These have been discussed and accepted by you during the selection process.
2. You will join the company on **01st February,2022 i.e., Tuesday.**
3. Your base location will be **Bangalore.**
4. You will be a part of the **Admissions** Department.
5. This offer is provisional in nature and the regular offer of appointment shall be made to you upon your joining the duties and satisfactory completion of the joining formalities.
6. After successfully completion of the 3 months’ probation period your salary will revised as per **Annexure B.**
7. If you accept the above, please report to the HR Department of sunstone Education Technology Pvt. Ltd. On the date mentioned above at 11:00 AM along with the following:
 - (a) 6 passport size color photographs.
 - (b) Proof of age certificate along with the photocopy.
 - (c) Proof of academic / technical qualifications certificates along with the photocopies.
 - (d) Copy of resignation letter duly stamped and accepted by your current employer, if in employment or Relieving letter from the current employer.
 - (e) Last pay drawn certificate, if in employment.
 - (f) Form16 from Last Employer, if in employment
 - (g) PAN Card

- (h) Cancelled Cheque / Photocopy of Credit Card
 - (i) Appointment letter from current employer
 - (j) Last increment letter from current from current employer, if in employment
 - (k) Residence Address Proof
8. The management reserves the right to withdraw the said offer in case any of the information provided by you in the Application Form/Personal Data Form is found misleading or misconceived and/or if any of the above conditions are not fulfilled by you at the time of joining and/ or the background verification check is found to be not in accordance with the Code of Conduct of **Sunstone Education Technology Pvt. Ltd.**
9. By accepting this offer, both Sunstone Education Technology Pvt. Ltd. and you agree to not entertain any offers or take steps towards exploring any other alternative opportunity related to the possible break down on the engagement pertaining to the position "**Associate Manager-Bangalore**" at Sunstone Education Technology Pvt. Ltd.

In token of having accepted the above, please sign on the duplicate copy of this letter and return to us.

Thanking you

Yours faithfully,

For **Sunstone Education Technology Pvt. Ltd.**

Sanam Chawla Sarda

Sanam Chawla Sarda

AVP- Human Resources

regd office

A95, Ground Floor,
Saraswati Vihar,
Delhi 110034

corporate office

Sunstone Eduversity, 3rd Floor, Tower B,
Unitech Cyber Park, Sector 39,
Gurgaon, Haryana 122002

contact

+91 8860 22 34 56
+91 8800 92 08 08



Compensation Breakup from Sunstone Education Technology Pvt. Ltd.

Annexure A

Components Monthly Annual	Monthly	Annual
Basic	11,379	1,36,550
HRA	5,690	68,275
Other Allowance	5,690	68,275
Gross CTC (A)	22,758	2,73,100
Deductions		
Provident Fund	1,366	16,386
Company Contribution to Provident Fund	1,366	16,386
Total (B)	2,731	32,772
Net Take Home (Before TDS and Incentive)	20,027	2,40,328

*Note: Rs. 25/- will be deducted every month from net pay for Labour Welfare Fund.

Annexure B

Components Monthly Annual	Monthly	Annual
Basic	20,833	2,50,000
HRA	10,417	1,25,000
Other Allowance	10,417	1,25,000
Gross CTC (A)	41,667	5,00,000
Deductions		
Provident Fund	1,800	21,600
Company Contribution to Provident Fund	1,800	21,600
Total (B)	3,600	43,200
Performance Linked Incentive*		2,00,000
Total CTC		7,00,000
Net Take Home (Before TDS and Incentive)	38,067	4,56,800

*Performance Linked Incentive will be paid annually.

*Note: Rs. 25/- will be deducted every month from net pay for Labour Welfare Fund.

Offer Letter

Ms. Rakshitha R

14th December, 2021

Sub: Offer of appointment as “**Associate Manager-Bangalore**” Sunstone Education Technology Pvt. Ltd.

Dear Rakshitha R,

Please refer to your application and the subsequent interview you had with us. We are pleased to offer you an appointment “**Associate Manager-Bangalore**” on the following terms and conditions:

1. You will be paid monthly emoluments as mentioned in annexure A. These have been discussed and accepted by you during the selection process.
2. You will join the company on **01st February, 2022 i.e., Tuesday.**
3. Your base location will be **Bangalore.**
4. You will be a part of the **Admissions** Department.
5. This offer is provisional in nature and the regular offer of appointment shall be made to you upon your joining the duties and satisfactory completion of the joining formalities.
6. After successfully completion of the 3 months’ probation period your salary will revised as per **Annexure B.**
7. If you accept the above, please report to the HR Department of sunstone Education Technology Pvt. Ltd. On the date mentioned above at 11:00 AM along with the following:
 - (a) 6 passport size color photographs.
 - (b) Proof of age certificate along with the photocopy.
 - (c) Proof of academic / technical qualifications certificates along with the photocopies.
 - (d) Copy of resignation letter duly stamped and accepted by your current employer, if in employment or Relieving letter from the current employer.
 - (e) Last pay drawn certificate, if in employment.
 - (f) Form16 from Last Employer, if in employment
 - (g) PAN Card

- (h) Cancelled Cheque / Photocopy of Credit Card
 - (i) Appointment letter from current employer
 - (j) Last increment letter from current from current employer, if in employment
 - (k) Residence Address Proof
8. The management reserves the right to withdraw the said offer in case any of the information provided by you in the Application Form/Personal Data Form is found misleading or misconceived and/or if any of the above conditions are not fulfilled by you at the time of joining and/ or the background verification check is found to be not in accordance with the Code of Conduct of **Sunstone Education Technology Pvt. Ltd.**
9. By accepting this offer, both Sunstone Education Technology Pvt. Ltd. and you agree to not entertain any offers or take steps towards exploring any other alternative opportunity related to the possible break down on the engagement pertaining to the position "**Associate Manager-Bangalore**" at Sunstone Education Technology Pvt. Ltd.

In token of having accepted the above, please sign on the duplicate copy of this letter and return to us.

Thanking you

Yours faithfully,

For **Sunstone Education Technology Pvt. Ltd.**

Sanam Chawla Sarda

Sanam Chawla Sarda

AVP- Human Resources

regd office

A95, Ground Floor,
Saraswati Vihar,
Delhi 110034

corporate office

Sunstone Eduversity, 3rd Floor, Tower B,
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contact

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Compensation Breakup from Sunstone Education Technology Pvt. Ltd.

Annexure A

Components Monthly Annual	Monthly	Annual
Basic	11,379	1,36,550
HRA	5,690	68,275
Other Allowance	5,690	68,275
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Deductions		
Provident Fund	1,366	16,386
Company Contribution to Provident Fund	1,366	16,386
Total (B)	2,731	32,772
Net Take Home (Before TDS and Incentive)	20,027	2,40,328

*Note: Rs. 25/- will be deducted every month from net pay for Labour Welfare Fund.

Annexure B

Components Monthly Annual	Monthly	Annual
Basic	20,833	2,50,000
HRA	10,417	1,25,000
Other Allowance	10,417	1,25,000
Gross CTC (A)	41,667	5,00,000
Deductions		
Provident Fund	1,800	21,600
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Total (B)	3,600	43,200
Performance Linked Incentive*		2,00,000
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*Performance Linked Incentive will be paid annually.

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regd office

A95, Ground Floor,
Saraswati Vihar,
Delhi 110034

corporate office

Sunstone Eduversity, 3rd Floor, Tower B,
Unitech Cyber Park, Sector 39,
Gurgaon, Haryana 122002

contact

+91 8860 22 34 56
+91 8800 92 08 08



Offer Letter

Mr. Atul Lakshman

14th December, 2021

Sub: Offer of appointment as “**Associate Manager-Bangalore**” Sunstone Education Technology Pvt. Ltd.

Dear Atul Lakshman,

Please refer to your application and the subsequent interview you had with us. We are pleased to offer you an appointment “**Associate Manager-Bangalore**” on the following terms and conditions:

1. You will be paid monthly emoluments as mentioned in annexure A. These have been discussed and accepted by you during the selection process.
2. You will join the company on **01st February, 2022 i.e., Tuesday.**
3. Your base location will be **Bangalore.**
4. You will be a part of the **Admissions** Department.
5. This offer is provisional in nature and the regular offer of appointment shall be made to you upon your joining the duties and satisfactory completion of the joining formalities.
6. After successfully completion of the 3 months’ probation period your salary will revised as per **Annexure B.**
7. If you accept the above, please report to the HR Department of sunstone Education Technology Pvt. Ltd. On the date mentioned above at 11:00 AM along with the following:
 - (a) 6 passport size color photographs.
 - (b) Proof of age certificate along with the photocopy.
 - (c) Proof of academic / technical qualifications certificates along with the photocopies.
 - (d) Copy of resignation letter duly stamped and accepted by your current employer, if in employment or Relieving letter from the current employer.
 - (e) Last pay drawn certificate, if in employment.
 - (f) Form16 from Last Employer, if in employment
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 - (j) Last increment letter from current from current employer, if in employment
 - (k) Residence Address Proof
8. The management reserves the right to withdraw the said offer in case any of the information provided by you in the Application Form/Personal Data Form is found misleading or misconceived and/or if any of the above conditions are not fulfilled by you at the time of joining and/ or the background verification check is found to be not in accordance with the Code of Conduct of **Sunstone Education Technology Pvt. Ltd.**
9. By accepting this offer, both Sunstone Education Technology Pvt. Ltd. and you agree to not entertain any offers or take steps towards exploring any other alternative opportunity related to the possible break down on the engagement pertaining to the position "**Associate Manager-Bangalore**" at Sunstone Education Technology Pvt. Ltd.

In token of having accepted the above, please sign on the duplicate copy of this letter and return to us.

Thanking you

Yours faithfully,

For **Sunstone Education Technology Pvt. Ltd.**

Sanam Chawla Sarda

Sanam Chawla Sarda

AVP- Human Resources

regd office

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Saraswati Vihar,
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Compensation Breakup from Sunstone Education Technology Pvt. Ltd.

Annexure A

Components Monthly Annual	Monthly	Annual
Basic	11,379	1,36,550
HRA	5,690	68,275
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Net Take Home (Before TDS and Incentive)	20,027	2,40,328

*Note: Rs. 25/- will be deducted every month from net pay for Labour Welfare Fund.

Annexure B

Components Monthly Annual	Monthly	Annual
Basic	20,833	2,50,000
HRA	10,417	1,25,000
Other Allowance	10,417	1,25,000
Gross CTC (A)	41,667	5,00,000
Deductions		
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Sunstone Eduversity, 3rd Floor, Tower B,
Unitech Cyber Park, Sector 39,
Gurgaon, Haryana 122002

contact

+91 8860 22 34 56
+91 8800 92 08 08



Date: December 22nd,2021

FORM 'A'

To,

Anannya

Bangalore

Dear Anannya P B,

We are pleased to forward to you, your Offer Letter, enclosed hereby, and would like to formally welcome you to the growing family of IntelliPaat Software Solutions Private Limited.

We are sure that you have had sufficient opportunity to understand in detail your job role, the organization, etc. We would be glad to provide further clarification, if you need any.

You are required to report for duty at our Bangalore office. The address and the contact number are as follows:

AMR Tech Park 3, Ground Floor, Tower B, Bommanahalli, Hosur Road, Bengaluru, Karnataka
Mobile: +91 7022374614

We are in the process of building an organization, where professionals would find full satisfaction in their challenging job roles and an interesting working environment. In this regard, we welcome your contributions too.

Kindly return the duplicate copy of the appointment letter, duly signed, as a token of your acceptance of the same.

We look forward to a mutually beneficial and long-lasting relationship with you.

Yours truly,
IntelliPaat Software Solutions Private Limited



Dev Bisht
Director- Human Resources


REGISTRAR


Date: December 22nd,2021

To,
Anannya P B
Bangalore

Dear Anannya P B,

Subject: Offer Letter

As per the discussion we had during your interview and based on your performance in the same, you have been shortlisted, and we are pleased to appoint you at Intellipaat Software Solutions Pvt. Ltd., on the following terms and conditions:

1) Designation:

Your designation will be '**Business Development Trainee**'.

2) Compensation & Benefits:

- a) The Compensation & Benefits applicable to you is personal and should be treated with utmost confidence.
This is not to be discussed or divulged to anybody else other than for statutory purposes.
- b) Your Annual Compensation will be Rs. **5,54,000/-** (Rupees Five Lakhs Fifty-Four Thousand only) per annum.
(The employee is eligible for Rs. **1,00,000/-** of insurance after 3 months of joining).
- c) Your compensation will be reviewed after the completion of **6 months** from the date of your joining.
- d) Your salary and its components, incentives, performance bonus, sign on bonus, monetary or non-monetary benefits, and/or any other statutory benefits and deductions will be governed by the company's policies/procedures, taxation policies, and statutory guidelines that are applicable from time to time.

3) Effective Date of Joining:

- a) You are requested to report for duty on **14th February, 2022**. Your appointment will come into effect from your date of joining.


REGISTRAR


4) Notice Period:

Subject to any other agreement between you and the company:

- a) Your employment is terminable by IntelliPaat without giving notice in writing in the probation period.
- b) Your probation period will be 6 months.
- c) You need to serve 1 month of notice period without fail, or else the management of IntelliPaat can hold your salary/experience letter/relieving letter after joining.
- d) The company reserves the right to pay or recover salary in lieu of the notice period (if applicable) or to relieve you before the expiry of the notice period. All payments and recoveries made under this clause will be based on gross salary.
- e) In the event of any breach in the terms and conditions stated in the Services Conditions and/or Non-Disclosure Agreement or any act amounting to misconduct, your services will be liable to be terminated without any notice or payment in lieu.

5) Service Conditions and Non-Disclosure Agreement:

- a) Your services will be governed by additional terms and conditions as explained in the Service Conditions and Non-Disclosure Agreement.
- b) These terms and conditions, in the Service Conditions and Non-Disclosure Agreement are subject to statutory requirements and the company policy.

Note:

- Number of working days is 6 days.
- Your first month salary will be dispersed along with your 4th month salary
- Minimum working duration must be 9 hours including one-hour lunch/dinner break.
- Your incentives will be calculated on a Monthly basis.
- On achievement of the incentives, it will be disbursed only on the following month.

Yours truly,

For IntelliPaat Software Solutions Private Limited



Dev Bisht

Director- Human Resources

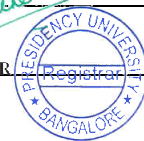
I, agree to accept the terms and conditions mentioned above and also those in the Service Conditions, and Non-Disclosure Agreement documents enclosed with this letter.

Name: _____

Signature: _____

Place: _____

Date: _____



Annexure 1

Name: Anannya P B

Particulars	First Six Months	After Six Months	Annual Salary
Basic Salary	12,500	16,000	192,000
HRA	5,000	6,400	76,800
Conveyance Allowance	800	800	9,600
Mobile bill	350	350	4,200
Broadband bill	350	350	4,200
Medical reimbursement	1,250	1,250	15,000
Special allowance	950	3,050	36,600
Total Net Salary (A)	21,200	28,200	338,400
PF (Employees Contributions)	1,800	1,800	21,600
Professional Tax	200	200	2,400
Total Gross Salary (B)	23,200	30,200	362,400
PF (Employer Contributions)	1,800	1,800	21,600
Fixed Cost to Company	25,000	32,000	384,000
Performance Based Incentives	10,000	10,000	120,000
Yearly Performance Bonus			50,000
Total (Fixed CTC + Variables)	35,000	42,000	554,000

Documents required during Joining

- ID Proof:** Copy of Aadhaar card/Passport/Pan card/Voter ID card/Other Government Photo ID card.
- Address Proof:** Copy of driving license/Passport/Voters ID/Lease Agreement/Ration Card
- Employment Verification Documents**
 - Copy of current employer's Appointment/Confirmation/Appraisal Letter.
 - Copy of current employer's Relieving and Work Experience Letter.
 - Copy of last 3 months' Salary Slip / Certificate.
- Other Documents:**
 - Passport Size Photographs(3).
 - Copy of PAN Card.
 - Copies of all Academic & Training Certificates.

Kindly carry your Signed Offer letter along with a passport size photograph pasted on the offer letter on the day of joining.

Yours truly,

For IntelliPaat Software Solutions Private Limited



Dev Bisht

Director- Human Resources



Date: December 22nd,2021

FORM 'A'

To,

SHIKHA

Bangalore

Dear Shikha Singh,

We are pleased to forward to you, your Offer Letter, enclosed hereby, and would like to formally welcome you to the growing family of IntelliPaat Software Solutions Private Limited.

We are sure that you have had sufficient opportunity to understand in detail your job role, the organization, etc. We would be glad to provide further clarification, if you need any.

You are required to report for duty at our Bangalore office. The address and the contact number are as follows:

AMR Tech Park 3, Ground Floor, Tower B, Bommanahalli, Hosur Road, Bengaluru, Karnataka
Mobile: +91 7022374614

We are in the process of building an organization, where professionals would find full satisfaction in their challenging job roles and an interesting working environment. In this regard, we welcome your contributions too.

Kindly return the duplicate copy of the appointment letter, duly signed, as a token of your acceptance of the same.

We look forward to a mutually beneficial and long-lasting relationship with you.

Yours truly,
IntelliPaat Software Solutions Private Limited



Dev Bisht
Director- Human Resources


REGISTRAR


Date: December 22nd,2021

To,
Shikha Singh
Bangalore

Dear Shikha Singh,

Subject: Offer Letter

As per the discussion we had during your interview and based on your performance in the same, you have been shortlisted, and we are pleased to appoint you at Intellipaat Software Solutions Pvt. Ltd., on the following terms and conditions:

1) Designation:

Your designation will be '**Business Development Trainee**'.

2) Compensation & Benefits:

- a) The Compensation & Benefits applicable to you is personal and should be treated with utmost confidence.
This is not to be discussed or divulged to anybody else other than for statutory purposes.
- b) Your Annual Compensation will be Rs. **5,54,000/-** (Rupees Five Lakhs Fifty-Four Thousand only) per annum.
(The employee is eligible for Rs. **1,00,000/-** of insurance after 3 months of joining).
- c) Your compensation will be reviewed after the completion of **6 months** from the date of your joining.
- d) Your salary and its components, incentives, performance bonus, sign on bonus, monetary or non-monetary benefits, and/or any other statutory benefits and deductions will be governed by the company's policies/procedures, taxation policies, and statutory guidelines that are applicable from time to time.

3) Effective Date of Joining:

- a) You are requested to report for duty on **14th February, 2022**. Your appointment will come into effect from your date of joining.


REGISTRAR


4) Notice Period:

Subject to any other agreement between you and the company:

- a) Your employment is terminable by IntelliPaat without giving notice in writing in the probation period.
- b) Your probation period will be 6 months.
- c) You need to serve 1 month of notice period without fail, or else the management of IntelliPaat can hold your salary/experience letter/relieving letter after joining.
- d) The company reserves the right to pay or recover salary in lieu of the notice period (if applicable) or to relieve you before the expiry of the notice period. All payments and recoveries made under this clause will be based on gross salary.
- e) In the event of any breach in the terms and conditions stated in the Services Conditions and/or Non-Disclosure Agreement or any act amounting to misconduct, your services will be liable to be terminated without any notice or payment in lieu.

5) Service Conditions and Non-Disclosure Agreement:

- a) Your services will be governed by additional terms and conditions as explained in the Service Conditions and Non-Disclosure Agreement.
- b) These terms and conditions, in the Service Conditions and Non-Disclosure Agreement are subject to statutory requirements and the company policy.

Note:

- Number of working days is 6 days.
- Your first month salary will be dispersed along with your 4th month salary
- Minimum working duration must be 9 hours including one-hour lunch/dinner break.
- Your incentives will be calculated on a Monthly basis.
- On achievement of the incentives, it will be disbursed only on the following month.

Yours truly,

For IntelliPaat Software Solutions Private Limited



Dev Bisht

Director- Human Resources

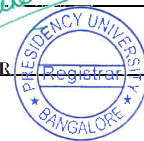
I, agree to accept the terms and conditions mentioned above and also those in the Service Conditions, and Non-Disclosure Agreement documents enclosed with this letter.

Name: _____

Signature: _____

Place: _____

Date: _____



Annexure 1

Name: Shikha Singh

Particulars	First Six Months	After Six Months	Annual Salary
Basic Salary	12,500	16,000	192,000
HRA	5,000	6,400	76,800
Conveyance Allowance	800	800	9,600
Mobile bill	350	350	4,200
Broadband bill	350	350	4,200
Medical reimbursement	1,250	1,250	15,000
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Total Net Salary (A)	21,200	28,200	338,400
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Professional Tax	200	200	2,400
Total Gross Salary (B)	23,200	30,200	362,400
PF (Employer Contributions)	1,800	1,800	21,600
Fixed Cost to Company	25,000	32,000	384,000
Performance Based Incentives	10,000	10,000	120,000
Yearly Performance Bonus			50,000
Total (Fixed CTC + Variables)	35,000	42,000	554,000

Documents required during Joining

- ID Proof:** Copy of Aadhaar card/Passport/Pan card/Voter ID card/Other Government Photo ID card.
- Address Proof:** Copy of driving license/Passport/Voters ID/Lease Agreement/Ration Card
- Employment Verification Documents**
 - Copy of current employer's Appointment/Confirmation/Appraisal Letter.
 - Copy of current employer's Relieving and Work Experience Letter.
 - Copy of last 3 months' Salary Slip / Certificate.
- Other Documents:**
 - Passport Size Photographs(3).
 - Copy of PAN Card.
 - Copies of all Academic & Training Certificates.

Kindly carry your Signed Offer letter along with a passport size photograph pasted on the offer letter on the day of joining.

Yours truly,

For IntelliPaat Software Solutions Private Limited



Dev Bisht

Director- Human Resources





Offer Letter

Date : Monday, December 20, 2021

Dear **Saripalli Siva shanmuk Varma**,

Congratulations on your decision to be a BYJUITE! At BYJU'S, we are on a mission to help students fall in love with learning across the world. We create learning journeys for every student that address their unique needs and make them lifelong learners. We hope your contributions and passion would help us achieve this mission.

It gives us immense pleasure to formalize your offer and appointment for the position of **Future Leader - Marketing** at Think and Learn Private Limited (hereafter referred to as 'BYJU'S' or 'Company') in the **Marketing (51000013)** department subject to your acceptance of the terms of employment mentioned in this letter. The letter includes details of your compensation structure, probation and notice periods (*Annexure A*). As you read through the details, please feel free to reach out to the recruiter who managed your process, with any questions or concerns.

Your date of joining at BYJU'S is **Friday, April 15, 2022**. Your onboarding details will be communicated by BYJU'S Onboarding Team post acceptance of the offer. In case you do not report at your job on or prior to Friday, April 15, 2022, the offer shall be deemed to be rejected by you. *Please accept this offer in our HR portal so that we can initiate your onboarding process.* Once initiated, you will be receiving an email confirmation for the same. In case you do not acknowledge and accept this offer letter on the HR portal within two working days, the offer would stand withdrawn.

Position Details and Compensation Overview

Designation	Future Leader - Marketing
Department	Marketing (51000013)
Employment Type	Regular
Work Location	Hubli

Fixed Compensation: ₹ 800000

Variable Compensation: ₹ 300000

Total Annual Cost to Company : ₹ 1100000

Details of bonuses (if any) are mentioned in Annexure A. You are requested to join the services of the Company not later than Friday, April 15, 2022, failing which you may please consider the offer to be withdrawn unless an extension to the date of joining has been mutually agreed in writing. You are requested to signify your acceptance of this letter by accepting the offer on our HR portal and signing and returning to us the duplicate copy of this letter on your day of Onboarding.

The terms of your employment contract are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately. We take this opportunity to thank you for the interest you have shown in our organization and look forward to welcoming you on board for a fruitful career with us. We are certain that you will find challenge, satisfaction, and opportunity in your association with the Company.

Best Regards,



Deeptha A R
Head – Human Resources
Think & Learn Pvt. Ltd



Annexure - A

Compensation Details	
Name	Saripalli Siva shanmuk Varma
Designation	Future Leader - Marketing
Date Of Joining	Friday, April 15, 2022
Annual Cost To Company(CTC)	₹ 1100000
Fixed Compensation	₹ 800000
Variable Compensation	₹ 300000
Earnings	
Component Category	Annual
Basic Pay	₹400,000.00
House Rent Allowance	₹200,000.00
PF (Employer Part)	₹21,600.00
Leave Travel Allowance	₹84,000.00
Special Allowance	₹94,400.00
ESIC Employer Contribution	₹0.00
Statutory Bonus	₹0.00
Total Annual Earnings (Fixed CTC - Company PF Contribution)	₹778,400.00
Deductions	
PF (Employee's Part)	₹21,600.00
ESIC Employee Contribution	₹0.00
Professional Tax	As per Rules
TDS	As per Rules
Total Annual Net Pay (Before Taxes)*	₹756,800.00

*Income Tax and Professional Tax would be deducted from the Total Annual Net Pay basis the government rules. Your takehome salary would be Total Annual Net Pay - Taxes.

Bonuses (As Applicable)

Joining Bonus : ₹ 0 Retention Bonus : ₹ 0 Relocation Bonus : ₹ 0

1. The Income Tax liability regarding your salary and perks will be governed by the taxation laws of the country as applicable from time to time.

2. The company shall be entitled to deduct, from the above remuneration payable to you, the following contractual, statutory, and compulsory deductions:

- Provident Fund
- Income tax deducted at source at the rates applicable
- Employment/Professional taxes
- Dues to the company including loans and advances
- Or any other applicable statutory deductions

3. Variable pay, if applicable, will be paid based on your performance and the company's performance for the year. The payment is subject to your being active (not serving notice) on the company rolls on the date of announcement of the Yearly Performance Pay.



4. Benefits – All the full-time regular employees of the Company are eligible for our employee benefits program effective from their Date of Joining.

You would be entitled to avail the below-mentioned benefits, which are governed by the prevailing company policy. More details regarding benefits and related policies will be available on the HR Portal after the onboarding formalities are completed

- Leaves
- Employee Medical Insurance
- Employee Personal Accidental Insurance
- Flexible Work From Home Options (for applicable roles)
- Employee Wellness (BYJU'S Let's Talk Initiative - 24 Hour one-on-one counselling from experts)
- Personal Developmental Workshops and Events
- Gratuity, as per government rules

5. Joining Bonus will be paid only after successful completion of 1 Month with the company. The payment shall be disbursed in the next immediate salary cycle. In the event of you resigning from the services of the Company on your own accord within 1 Year of employment, you will be required to pay BYJU'S the full amount of the Joining Bonus received.

This clause is applicable only if the Joining Bonus component in the above structure is non-zero.

6. Retention Bonus will be paid only after successful completion of 1 Month with the company. The payment shall be disbursed in the next immediate salary cycle, provided you are not serving the notice period and your performance for the year is deemed satisfactory.

This clause is applicable only if the Retention Bonus component in the above structure is non-zero.

7. Relocation Bonus will be paid only after successful completion of 1 Month with the company. It would be paid along with the next immediate salary cycle. In the event of you resigning from the services of the Company on your own accord within one year of employment, you will be required to pay BYJU'S the full amount of the Relocation Bonus received. This clause is applicable only if the Relocation Bonus component in the above structure is non-zero.

8. Probation – On joining the Company you shall be on probation for 60 days. During this period, your employment may be terminated by giving 2 days' notice. You are also at liberty to resign from the services of the Company by giving 2 days' notice in writing. Further, unless otherwise communicated to you in writing, your services shall stand confirmed at the end of the period of probation. You hereby agree and acknowledge that, in the event that you resign from the services of the Company within 30 (thirty) days from the date of signing this letter, you will not be entitled to receive an experience letter from the company.

9. Separation and Notice Period – After confirmation of your appointment at the end of your period of probation, your services may be terminated in the following manner

- In the event of your resignation from the services of the Company, where you will be required to give the Company 60 days' written notice, the notice period has to be served in full unless otherwise agreed mutually in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in the future. You shall, on ceasing to be the employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.
- The Company will be entitled to terminate your services by giving you 60 days of notice in writing, or by payment of 60 days of salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 60 days of notice in writing or 60 days of salary in lieu of such notice.
- In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies, or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss/damage/disrepute to the Company/associates, your termination will be immediate and without any notice or compensation.


REGISTRAR




Offer Letter

Date : Monday, December 20, 2021

Dear **Mahima G,**

Congratulations on your decision to be a BYJUITE! At BYJU'S, we are on a mission to help students fall in love with learning across the world. We create learning journeys for every student that address their unique needs and make them lifelong learners. We hope your contributions and passion would help us achieve this mission.

It gives us immense pleasure to formalize your offer and appointment for the position of **Future Leader - Marketing** at Think and Learn Private Limited (hereafter referred to as 'BYJU'S' or 'Company') in the **Marketing (51000013)** department subject to your acceptance of the terms of employment mentioned in this letter. The letter includes details of your compensation structure, probation and notice periods (*Annexure A*). As you read through the details, please feel free to reach out to the recruiter who managed your process, with any questions or concerns.

Your date of joining at BYJU'S is **Friday, April 15, 2022**. Your onboarding details will be communicated by BYJU'S Onboarding Team post acceptance of the offer. In case you do not report at your job on or prior to Friday, April 15, 2022, the offer shall be deemed to be rejected by you. *Please accept this offer in our HR portal so that we can initiate your onboarding process.* Once initiated, you will be receiving an email confirmation for the same. In case you do not acknowledge and accept this offer letter on the HR portal within two working days, the offer would stand withdrawn.

Position Details and Compensation Overview

Designation	Future Leader - Marketing
Department	Marketing (51000013)
Employment Type	Regular
Work Location	Hyderabad

Fixed Compensation: ₹ 800000

Variable Compensation: ₹ 300000

Total Annual Cost to Company : ₹ 1100000

Details of bonuses (if any) are mentioned in Annexure A. You are requested to join the services of the Company not later than Friday, April 15, 2022, failing which you may please consider the offer to be withdrawn unless an extension to the date of joining has been mutually agreed in writing. You are requested to signify your acceptance of this letter by accepting the offer on our HR portal and signing and returning to us the duplicate copy of this letter on your day of Onboarding.

The terms of your employment contract are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately. We take this opportunity to thank you for the interest you have shown in our organization and look forward to welcoming you on board for a fruitful career with us. We are certain that you will find challenge, satisfaction, and opportunity in your association with the Company.

Best Regards,



Deeptha A R
Head – Human Resources
Think & Learn Pvt. Ltd



Annexure - A

Compensation Details	
Name	Mahima G
Designation	Future Leader - Marketing
Date Of Joining	Friday, April 15, 2022
Annual Cost To Company(CTC)	₹ 1100000
Fixed Compensation	₹ 800000
Variable Compensation	₹ 300000
Earnings	
Component Category	Annual
Basic Pay	₹400,000.00
House Rent Allowance	₹200,000.00
PF (Employer Part)	₹21,600.00
Leave Travel Allowance	₹84,000.00
Special Allowance	₹94,400.00
ESIC Employer Contribution	₹0.00
Statutory Bonus	₹0.00
Total Annual Earnings (Fixed CTC - Company PF Contribution)	₹778,400.00
Deductions	
PF (Employee's Part)	₹21,600.00
ESIC Employee Contribution	₹0.00
Professional Tax	As per Rules
TDS	As per Rules
Total Annual Net Pay (Before Taxes)*	₹756,800.00

*Income Tax and Professional Tax would be deducted from the Total Annual Net Pay basis the government rules. Your takehome salary would be Total Annual Net Pay - Taxes.

Bonuses (As Applicable)

Joining Bonus : ₹ 0 Retention Bonus : ₹ 0 Relocation Bonus : ₹ 0

1. The Income Tax liability regarding your salary and perks will be governed by the taxation laws of the country as applicable from time to time.

2. The company shall be entitled to deduct, from the above remuneration payable to you, the following contractual, statutory, and compulsory deductions:

- Provident Fund
- Income tax deducted at source at the rates applicable
- Employment/Professional taxes
- Dues to the company including loans and advances
- Or any other applicable statutory deductions

3. Variable pay, if applicable, will be paid based on your performance and the company's performance for the year. The payment is subject to your being active (not serving notice) on the company rolls on the date of announcement of the Yearly Performance Pay.


 REGISTRAR


4. Benefits – All the full-time regular employees of the Company are eligible for our employee benefits program effective from their Date of Joining.

You would be entitled to avail the below-mentioned benefits, which are governed by the prevailing company policy. More details regarding benefits and related policies will be available on the HR Portal after the onboarding formalities are completed

- Leaves
- Employee Medical Insurance
- Employee Personal Accidental Insurance
- Flexible Work From Home Options (for applicable roles)
- Employee Wellness (BYJU'S Let's Talk Initiative - 24 Hour one-on-one counselling from experts)
- Personal Developmental Workshops and Events
- Gratuity, as per government rules

5. Joining Bonus will be paid only after successful completion of 1 Month with the company. The payment shall be disbursed in the next immediate salary cycle. In the event of you resigning from the services of the Company on your own accord within 1 Year of employment, you will be required to pay BYJU'S the full amount of the Joining Bonus received.

This clause is applicable only if the Joining Bonus component in the above structure is non-zero.

6. Retention Bonus will be paid only after successful completion of 1 Month with the company. The payment shall be disbursed in the next immediate salary cycle, provided you are not serving the notice period and your performance for the year is deemed satisfactory.

This clause is applicable only if the Retention Bonus component in the above structure is non-zero.

7. Relocation Bonus will be paid only after successful completion of 1 Month with the company. It would be paid along with the next immediate salary cycle. In the event of you resigning from the services of the Company on your own accord within one year of employment, you will be required to pay BYJU'S the full amount of the Relocation Bonus received. This clause is applicable only if the Relocation Bonus component in the above structure is non-zero.

8. Probation – On joining the Company you shall be on probation for 60 days. During this period, your employment may be terminated by giving 2 days' notice. You are also at liberty to resign from the services of the Company by giving 2 days' notice in writing. Further, unless otherwise communicated to you in writing, your services shall stand confirmed at the end of the period of probation. You hereby agree and acknowledge that, in the event that you resign from the services of the Company within 30 (thirty) days from the date of signing this letter, you will not be entitled to receive an experience letter from the company.

9. Separation and Notice Period – After confirmation of your appointment at the end of your period of probation, your services may be terminated in the following manner

- In the event of your resignation from the services of the Company, where you will be required to give the Company 60 days' written notice, the notice period has to be served in full unless otherwise agreed mutually in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in the future. You shall, on ceasing to be the employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.
- The Company will be entitled to terminate your services by giving you 60 days of notice in writing, or by payment of 60 days of salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 60 days of notice in writing or 60 days of salary in lieu of such notice.
- In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies, or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss/damage/disrepute to the Company/associates, your termination will be immediate and without any notice or compensation.


REGISTRAR




Offer Letter

Date : Monday, December 20, 2021

Dear **Apekha Nayak**,

Congratulations on your decision to be a BYJUITE! At BYJU'S, we are on a mission to help students fall in love with learning across the world. We create learning journeys for every student that address their unique needs and make them lifelong learners. We hope your contributions and passion would help us achieve this mission.

It gives us immense pleasure to formalize your offer and appointment for the position of **Future Leader - Marketing** at Think and Learn Private Limited (hereafter referred to as 'BYJU'S' or 'Company') in the **Marketing (51000013)** department subject to your acceptance of the terms of employment mentioned in this letter. The letter includes details of your compensation structure, probation and notice periods (*Annexure A*). As you read through the details, please feel free to reach out to the recruiter who managed your process, with any questions or concerns.

Your date of joining at BYJU'S is **Friday, April 15, 2022**. Your onboarding details will be communicated by BYJU'S Onboarding Team post acceptance of the offer. In case you do not report at your job on or prior to Friday, April 15, 2022, the offer shall be deemed to be rejected by you. *Please accept this offer in our HR portal so that we can initiate your onboarding process.* Once initiated, you will be receiving an email confirmation for the same. In case you do not acknowledge and accept this offer letter on the HR portal within two working days, the offer would stand withdrawn.

Position Details and Compensation Overview

Designation	Future Leader - Marketing
Department	Marketing (51000013)
Employment Type	Regular
Work Location	Bangalore - Lexington

Fixed Compensation: ₹ 800000

Variable Compensation: ₹ 300000

Total Annual Cost to Company : ₹ 1100000

Details of bonuses (if any) are mentioned in Annexure A. You are requested to join the services of the Company not later than Friday, April 15, 2022, failing which you may please consider the offer to be withdrawn unless an extension to the date of joining has been mutually agreed in writing. You are requested to signify your acceptance of this letter by accepting the offer on our HR portal and signing and returning to us the duplicate copy of this letter on your day of Onboarding.

The terms of your employment contract are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately. We take this opportunity to thank you for the interest you have shown in our organization and look forward to welcoming you on board for a fruitful career with us. We are certain that you will find challenge, satisfaction, and opportunity in your association with the Company.

Best Regards,



Deeptha A R
Head – Human Resources
Think & Learn Pvt. Ltd



Annexure - A

Compensation Details	
Name	Apekhyia Nayak
Designation	Future Leader - Marketing
Date Of Joining	Friday, April 15, 2022
Annual Cost To Company(CTC)	₹ 1100000
Fixed Compensation	₹ 800000
Variable Compensation	₹ 300000
Earnings	
Component Category	Annual
Basic Pay	₹400,000.00
House Rent Allowance	₹200,000.00
PF (Employer Part)	₹21,600.00
Leave Travel Allowance	₹84,000.00
Special Allowance	₹94,400.00
ESIC Employer Contribution	₹0.00
Statutory Bonus	₹0.00
Total Annual Earnings (Fixed CTC - Company PF Contribution)	₹778,400.00
Deductions	
PF (Employee's Part)	₹21,600.00
ESIC Employee Contribution	₹0.00
Professional Tax	As per Rules
TDS	As per Rules
Total Annual Net Pay (Before Taxes)*	₹756,800.00

*Income Tax and Professional Tax would be deducted from the Total Annual Net Pay basis the government rules. Your takehome salary would be Total Annual Net Pay - Taxes.

Bonuses (As Applicable)

Joining Bonus : ₹ 0 Retention Bonus : ₹ 0 Relocation Bonus : ₹ 0

1. The Income Tax liability regarding your salary and perks will be governed by the taxation laws of the country as applicable from time to time.

2. The company shall be entitled to deduct, from the above remuneration payable to you, the following contractual, statutory, and compulsory deductions:

- Provident Fund
- Income tax deducted at source at the rates applicable
- Employment/Professional taxes
- Dues to the company including loans and advances
- Or any other applicable statutory deductions

3. Variable pay, if applicable, will be paid based on your performance and the company's performance for the year. The payment is subject to your being active (not serving notice) on the company rolls on the date of announcement of the Yearly Performance Pay.



4. Benefits – All the full-time regular employees of the Company are eligible for our employee benefits program effective from their Date of Joining.

You would be entitled to avail the below-mentioned benefits, which are governed by the prevailing company policy. More details regarding benefits and related policies will be available on the HR Portal after the onboarding formalities are completed

- Leaves
- Employee Medical Insurance
- Employee Personal Accidental Insurance
- Flexible Work From Home Options (for applicable roles)
- Employee Wellness (BYJU'S Let's Talk Initiative - 24 Hour one-on-one counselling from experts)
- Personal Developmental Workshops and Events
- Gratuity, as per government rules

5. Joining Bonus will be paid only after successful completion of 1 Month with the company. The payment shall be disbursed in the next immediate salary cycle. In the event of you resigning from the services of the Company on your own accord within 1 Year of employment, you will be required to pay BYJU'S the full amount of the Joining Bonus received.

This clause is applicable only if the Joining Bonus component in the above structure is non-zero.

6. Retention Bonus will be paid only after successful completion of 1 Month with the company. The payment shall be disbursed in the next immediate salary cycle, provided you are not serving the notice period and your performance for the year is deemed satisfactory.

This clause is applicable only if the Retention Bonus component in the above structure is non-zero.

7. Relocation Bonus will be paid only after successful completion of 1 Month with the company. It would be paid along with the next immediate salary cycle. In the event of you resigning from the services of the Company on your own accord within one year of employment, you will be required to pay BYJU'S the full amount of the Relocation Bonus received. This clause is applicable only if the Relocation Bonus component in the above structure is non-zero.

8. Probation – On joining the Company you shall be on probation for 60 days. During this period, your employment may be terminated by giving 2 days' notice. You are also at liberty to resign from the services of the Company by giving 2 days' notice in writing. Further, unless otherwise communicated to you in writing, your services shall stand confirmed at the end of the period of probation. You hereby agree and acknowledge that, in the event that you resign from the services of the Company within 30 (thirty) days from the date of signing this letter, you will not be entitled to receive an experience letter from the company.

9. Separation and Notice Period – After confirmation of your appointment at the end of your period of probation, your services may be terminated in the following manner

- In the event of your resignation from the services of the Company, where you will be required to give the Company 60 days' written notice, the notice period has to be served in full unless otherwise agreed mutually in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in the future. You shall, on ceasing to be the employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.
- The Company will be entitled to terminate your services by giving you 60 days of notice in writing, or by payment of 60 days of salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 60 days of notice in writing or 60 days of salary in lieu of such notice.
- In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies, or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss/damage/disrepute to the Company/associates, your termination will be immediate and without any notice or compensation.


REGISTRAR




Offer Letter

Date : Monday, December 20, 2021

Dear **Tanaya Biswas**,

Congratulations on your decision to be a BYJUITE! At BYJU'S, we are on a mission to help students fall in love with learning across the world. We create learning journeys for every student that address their unique needs and make them lifelong learners. We hope your contributions and passion would help us achieve this mission.

It gives us immense pleasure to formalize your offer and appointment for the position of **Future Leader - Marketing** at Think and Learn Private Limited (hereafter referred to as 'BYJU'S' or 'Company') in the **Marketing (51000013)** department subject to your acceptance of the terms of employment mentioned in this letter. The letter includes details of your compensation structure, probation and notice periods (*Annexure A*). As you read through the details, please feel free to reach out to the recruiter who managed your process, with any questions or concerns.

Your date of joining at BYJU'S is **Friday, April 15, 2022**. Your onboarding details will be communicated by BYJU'S Onboarding Team post acceptance of the offer. In case you do not report at your job on or prior to Friday, April 15, 2022, the offer shall be deemed to be rejected by you. *Please accept this offer in our HR portal so that we can initiate your onboarding process.* Once initiated, you will be receiving an email confirmation for the same. In case you do not acknowledge and accept this offer letter on the HR portal within two working days, the offer would stand withdrawn.

Position Details and Compensation Overview

Designation	Future Leader - Marketing
Department	Marketing (51000013)
Employment Type	Regular
Work Location	Bangalore - Lexington

Fixed Compensation: ₹ 800000

Variable Compensation: ₹ 300000

Total Annual Cost to Company : ₹ 1100000

Details of bonuses (if any) are mentioned in Annexure A. You are requested to join the services of the Company not later than Friday, April 15, 2022, failing which you may please consider the offer to be withdrawn unless an extension to the date of joining has been mutually agreed in writing. You are requested to signify your acceptance of this letter by accepting the offer on our HR portal and signing and returning to us the duplicate copy of this letter on your day of Onboarding.

The terms of your employment contract are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately. We take this opportunity to thank you for the interest you have shown in our organization and look forward to welcoming you on board for a fruitful career with us. We are certain that you will find challenge, satisfaction, and opportunity in your association with the Company.

Best Regards,



Deeptha A R
Head – Human Resources
Think & Learn Pvt. Ltd



Annexure - A

Compensation Details	
Name	Tanaya Biswas
Designation	Future Leader - Marketing
Date Of Joining	Friday, April 15, 2022
Annual Cost To Company(CTC)	₹ 1100000
Fixed Compensation	₹ 800000
Variable Compensation	₹ 300000
Earnings	
Component Category	Annual
Basic Pay	₹400,000.00
House Rent Allowance	₹200,000.00
PF (Employer Part)	₹21,600.00
Leave Travel Allowance	₹84,000.00
Special Allowance	₹94,400.00
ESIC Employer Contribution	₹0.00
Statutory Bonus	₹0.00
Total Annual Earnings (Fixed CTC - Company PF Contribution)	₹778,400.00
Deductions	
PF (Employee's Part)	₹21,600.00
ESIC Employee Contribution	₹0.00
Professional Tax	As per Rules
TDS	As per Rules
Total Annual Net Pay (Before Taxes)*	₹756,800.00

*Income Tax and Professional Tax would be deducted from the Total Annual Net Pay basis the government rules. Your takehome salary would be Total Annual Net Pay - Taxes.

Bonuses (As Applicable)

Joining Bonus : ₹ 0 Retention Bonus : ₹ 0 Relocation Bonus : ₹ 0

1. The Income Tax liability regarding your salary and perks will be governed by the taxation laws of the country as applicable from time to time.

2. The company shall be entitled to deduct, from the above remuneration payable to you, the following contractual, statutory, and compulsory deductions:

- Provident Fund
- Income tax deducted at source at the rates applicable
- Employment/Professional taxes
- Dues to the company including loans and advances
- Or any other applicable statutory deductions

3. Variable pay, if applicable, will be paid based on your performance and the company's performance for the year. The payment is subject to your being active (not serving notice) on the company rolls on the date of announcement of the Yearly Performance Pay.


 REGISTRAR


4. Benefits – All the full-time regular employees of the Company are eligible for our employee benefits program effective from their Date of Joining.

You would be entitled to avail the below-mentioned benefits, which are governed by the prevailing company policy. More details regarding benefits and related policies will be available on the HR Portal after the onboarding formalities are completed

- Leaves
- Employee Medical Insurance
- Employee Personal Accidental Insurance
- Flexible Work From Home Options (for applicable roles)
- Employee Wellness (BYJU'S Let's Talk Initiative - 24 Hour one-on-one counselling from experts)
- Personal Developmental Workshops and Events
- Gratuity, as per government rules

5. Joining Bonus will be paid only after successful completion of 1 Month with the company. The payment shall be disbursed in the next immediate salary cycle. In the event of you resigning from the services of the Company on your own accord within 1 Year of employment, you will be required to pay BYJU'S the full amount of the Joining Bonus received.

This clause is applicable only if the Joining Bonus component in the above structure is non-zero.

6. Retention Bonus will be paid only after successful completion of 1 Month with the company. The payment shall be disbursed in the next immediate salary cycle, provided you are not serving the notice period and your performance for the year is deemed satisfactory.

This clause is applicable only if the Retention Bonus component in the above structure is non-zero.

7. Relocation Bonus will be paid only after successful completion of 1 Month with the company. It would be paid along with the next immediate salary cycle. In the event of you resigning from the services of the Company on your own accord within one year of employment, you will be required to pay BYJU'S the full amount of the Relocation Bonus received. This clause is applicable only if the Relocation Bonus component in the above structure is non-zero.

8. Probation – On joining the Company you shall be on probation for 60 days. During this period, your employment may be terminated by giving 2 days' notice. You are also at liberty to resign from the services of the Company by giving 2 days' notice in writing. Further, unless otherwise communicated to you in writing, your services shall stand confirmed at the end of the period of probation. You hereby agree and acknowledge that, in the event that you resign from the services of the Company within 30 (thirty) days from the date of signing this letter, you will not be entitled to receive an experience letter from the company.

9. Separation and Notice Period – After confirmation of your appointment at the end of your period of probation, your services may be terminated in the following manner

- In the event of your resignation from the services of the Company, where you will be required to give the Company 60 days' written notice, the notice period has to be served in full unless otherwise agreed mutually in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in the future. You shall, on ceasing to be the employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.
- The Company will be entitled to terminate your services by giving you 60 days of notice in writing, or by payment of 60 days of salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 60 days of notice in writing or 60 days of salary in lieu of such notice.
- In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies, or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss/damage/disrepute to the Company/associates, your termination will be immediate and without any notice or compensation.


REGISTRAR




Offer Letter

Date : Monday, December 20, 2021

Dear **Thanya C.**

Congratulations on your decision to be a BYJUITE! At BYJU'S, we are on a mission to help students fall in love with learning across the world. We create learning journeys for every student that address their unique needs and make them lifelong learners. We hope your contributions and passion would help us achieve this mission.

It gives us immense pleasure to formalize your offer and appointment for the position of **Future Leader - Marketing** at Think and Learn Private Limited (hereafter referred to as 'BYJU'S' or 'Company') in the **Marketing (51000013)** department subject to your acceptance of the terms of employment mentioned in this letter. The letter includes details of your compensation structure, probation and notice periods (*Annexure A*). As you read through the details, please feel free to reach out to the recruiter who managed your process, with any questions or concerns.

Your date of joining at BYJU'S is **Friday, April 15, 2022**. Your onboarding details will be communicated by BYJU'S Onboarding Team post acceptance of the offer. In case you do not report at your job on or prior to Friday, April 15, 2022, the offer shall be deemed to be rejected by you. *Please accept this offer in our HR portal so that we can initiate your onboarding process.* Once initiated, you will be receiving an email confirmation for the same. In case you do not acknowledge and accept this offer letter on the HR portal within two working days, the offer would stand withdrawn.

Position Details and Compensation Overview

Designation	Future Leader - Marketing
Department	Marketing (51000013)
Employment Type	Regular
Work Location	Hubli

Fixed Compensation: ₹ 800000

Variable Compensation: ₹ 800000

Total Annual Cost to Company : ₹ 1600000

Details of bonuses (if any) are mentioned in Annexure A. You are requested to join the services of the Company not later than Friday, April 15, 2022, failing which you may please consider the offer to be withdrawn unless an extension to the date of joining has been mutually agreed in writing. You are requested to signify your acceptance of this letter by accepting the offer on our HR portal and signing and returning to us the duplicate copy of this letter on your day of Onboarding.

The terms of your employment contract are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately. We take this opportunity to thank you for the interest you have shown in our organization and look forward to welcoming you on board for a fruitful career with us. We are certain that you will find challenge, satisfaction, and opportunity in your association with the Company.

Best Regards,



Deeptha A R
Head – Human Resources
Think & Learn Pvt. Ltd



Annexure - A

Compensation Details	
Name	Thanya C
Designation	Future Leader - Marketing
Date Of Joining	Friday, April 15, 2022
Annual Cost To Company(CTC)	₹ 1600000
Fixed Compensation	₹ 800000
Variable Compensation	₹ 800000
Earnings	
Component Category	Annual
Basic Pay	₹400,000.00
House Rent Allowance	₹200,000.00
PF (Employer Part)	₹21,600.00
Leave Travel Allowance	₹84,000.00
Special Allowance	₹94,400.00
ESIC Employer Contribution	₹0.00
Statutory Bonus	₹0.00
Total Annual Earnings (Fixed CTC - Company PF Contribution)	₹778,400.00
Deductions	
PF (Employee's Part)	₹21,600.00
ESIC Employee Contribution	₹0.00
Professional Tax	As per Rules
TDS	As per Rules
Total Annual Net Pay (Before Taxes)*	₹756,800.00

*Income Tax and Professional Tax would be deducted from the Total Annual Net Pay basis the government rules. Your takehome salary would be Total Annual Net Pay - Taxes.

Bonuses (As Applicable)

Joining Bonus : ₹ 0 Retention Bonus : ₹ 0 Relocation Bonus : ₹ 0

1. The Income Tax liability regarding your salary and perks will be governed by the taxation laws of the country as applicable from time to time.

2. The company shall be entitled to deduct, from the above remuneration payable to you, the following contractual, statutory, and compulsory deductions:

- Provident Fund
- Income tax deducted at source at the rates applicable
- Employment/Professional taxes
- Dues to the company including loans and advances
- Or any other applicable statutory deductions

3. Variable pay, if applicable, will be paid based on your performance and the company's performance for the year. The payment is subject to your being active (not serving notice) on the company rolls on the date of announcement of the Yearly Performance Pay.



4. Benefits – All the full-time regular employees of the Company are eligible for our employee benefits program effective from their Date of Joining.

You would be entitled to avail the below-mentioned benefits, which are governed by the prevailing company policy. More details regarding benefits and related policies will be available on the HR Portal after the onboarding formalities are completed

- Leaves
- Employee Medical Insurance
- Employee Personal Accidental Insurance
- Flexible Work From Home Options (for applicable roles)
- Employee Wellness (BYJU'S Let's Talk Initiative - 24 Hour one-on-one counselling from experts)
- Personal Developmental Workshops and Events
- Gratuity, as per government rules

5. Joining Bonus will be paid only after successful completion of 1 Month with the company. The payment shall be disbursed in the next immediate salary cycle. In the event of you resigning from the services of the Company on your own accord within 1 Year of employment, you will be required to pay BYJU'S the full amount of the Joining Bonus received.

This clause is applicable only if the Joining Bonus component in the above structure is non-zero.

6. Retention Bonus will be paid only after successful completion of 1 Month with the company. The payment shall be disbursed in the next immediate salary cycle, provided you are not serving the notice period and your performance for the year is deemed satisfactory.

This clause is applicable only if the Retention Bonus component in the above structure is non-zero.

7. Relocation Bonus will be paid only after successful completion of 1 Month with the company. It would be paid along with the next immediate salary cycle. In the event of you resigning from the services of the Company on your own accord within one year of employment, you will be required to pay BYJU'S the full amount of the Relocation Bonus received. This clause is applicable only if the Relocation Bonus component in the above structure is non-zero.

8. Probation – On joining the Company you shall be on probation for 60 days. During this period, your employment may be terminated by giving 2 days' notice. You are also at liberty to resign from the services of the Company by giving 2 days' notice in writing. Further, unless otherwise communicated to you in writing, your services shall stand confirmed at the end of the period of probation. You hereby agree and acknowledge that, in the event that you resign from the services of the Company within 30 (thirty) days from the date of signing this letter, you will not be entitled to receive an experience letter from the company.

9. Separation and Notice Period – After confirmation of your appointment at the end of your period of probation, your services may be terminated in the following manner

- In the event of your resignation from the services of the Company, where you will be required to give the Company 60 days' written notice, the notice period has to be served in full unless otherwise agreed mutually in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in the future. You shall, on ceasing to be the employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.
- The Company will be entitled to terminate your services by giving you 60 days of notice in writing, or by payment of 60 days of salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 60 days of notice in writing or 60 days of salary in lieu of such notice.
- In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies, or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss/damage/disrepute to the Company/associates, your termination will be immediate and without any notice or compensation.


REGISTRAR




Offer Letter

Date : Monday, December 20, 2021

Dear **Ashwin Rajeev**,

Congratulations on your decision to be a BYJUITE! At BYJU'S, we are on a mission to help students fall in love with learning across the world. We create learning journeys for every student that address their unique needs and make them lifelong learners. We hope your contributions and passion would help us achieve this mission.

It gives us immense pleasure to formalize your offer and appointment for the position of **Future Leader - Marketing** at Think and Learn Private Limited (hereafter referred to as 'BYJU'S' or 'Company') in the **Marketing (51000013)** department subject to your acceptance of the terms of employment mentioned in this letter. The letter includes details of your compensation structure, probation and notice periods (*Annexure A*). As you read through the details, please feel free to reach out to the recruiter who managed your process, with any questions or concerns.

Your date of joining at BYJU'S is **Friday, April 15, 2022**. Your onboarding details will be communicated by BYJU'S Onboarding Team post acceptance of the offer. In case you do not report at your job on or prior to Friday, April 15, 2022, the offer shall be deemed to be rejected by you. *Please accept this offer in our HR portal so that we can initiate your onboarding process.* Once initiated, you will be receiving an email confirmation for the same. In case you do not acknowledge and accept this offer letter on the HR portal within two working days, the offer would stand withdrawn.

Position Details and Compensation Overview

Designation	Future Leader - Marketing
Department	Marketing (51000013)
Employment Type	Regular
Work Location	Trivandrum

Fixed Compensation: ₹ 800000

Variable Compensation: ₹ 300000

Total Annual Cost to Company : ₹ 1100000

Details of bonuses (if any) are mentioned in Annexure A. You are requested to join the services of the Company not later than Friday, April 15, 2022, failing which you may please consider the offer to be withdrawn unless an extension to the date of joining has been mutually agreed in writing. You are requested to signify your acceptance of this letter by accepting the offer on our HR portal and signing and returning to us the duplicate copy of this letter on your day of Onboarding.

The terms of your employment contract are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately. We take this opportunity to thank you for the interest you have shown in our organization and look forward to welcoming you on board for a fruitful career with us. We are certain that you will find challenge, satisfaction, and opportunity in your association with the Company.

Best Regards,



Deeptha A R
Head – Human Resources
Think & Learn Pvt. Ltd



Annexure - A

Compensation Details	
Name	Ashwin Rajeev
Designation	Future Leader - Marketing
Date Of Joining	Friday, April 15, 2022
Annual Cost To Company(CTC)	₹ 1100000
Fixed Compensation	₹ 800000
Variable Compensation	₹ 300000
Earnings	
Component Category	Annual
Basic Pay	₹400,000.00
House Rent Allowance	₹200,000.00
PF (Employer Part)	₹21,600.00
Leave Travel Allowance	₹84,000.00
Special Allowance	₹94,400.00
ESIC Employer Contribution	₹0.00
Statutory Bonus	₹0.00
Total Annual Earnings (Fixed CTC - Company PF Contribution)	₹778,400.00
Deductions	
PF (Employee's Part)	₹21,600.00
ESIC Employee Contribution	₹0.00
Professional Tax	As per Rules
TDS	As per Rules
Total Annual Net Pay (Before Taxes)*	₹756,800.00

*Income Tax and Professional Tax would be deducted from the Total Annual Net Pay basis the government rules. Your takehome salary would be Total Annual Net Pay - Taxes.

Bonuses (As Applicable)

Joining Bonus : ₹ 0 Retention Bonus : ₹ 0 Relocation Bonus : ₹ 0

1. The Income Tax liability regarding your salary and perks will be governed by the taxation laws of the country as applicable from time to time.

2. The company shall be entitled to deduct, from the above remuneration payable to you, the following contractual, statutory, and compulsory deductions:

- Provident Fund
- Income tax deducted at source at the rates applicable
- Employment/Professional taxes
- Dues to the company including loans and advances
- Or any other applicable statutory deductions

3. Variable pay, if applicable, will be paid based on your performance and the company's performance for the year. The payment is subject to your being active (not serving notice) on the company rolls on the date of announcement of the Yearly Performance Pay.



4. Benefits – All the full-time regular employees of the Company are eligible for our employee benefits program effective from their Date of Joining.

You would be entitled to avail the below-mentioned benefits, which are governed by the prevailing company policy. More details regarding benefits and related policies will be available on the HR Portal after the onboarding formalities are completed

- Leaves
- Employee Medical Insurance
- Employee Personal Accidental Insurance
- Flexible Work From Home Options (for applicable roles)
- Employee Wellness (BYJU'S Let's Talk Initiative - 24 Hour one-on-one counselling from experts)
- Personal Developmental Workshops and Events
- Gratuity, as per government rules

5. Joining Bonus will be paid only after successful completion of 1 Month with the company. The payment shall be disbursed in the next immediate salary cycle. In the event of you resigning from the services of the Company on your own accord within 1 Year of employment, you will be required to pay BYJU'S the full amount of the Joining Bonus received.

This clause is applicable only if the Joining Bonus component in the above structure is non-zero.

6. Retention Bonus will be paid only after successful completion of 1 Month with the company. The payment shall be disbursed in the next immediate salary cycle, provided you are not serving the notice period and your performance for the year is deemed satisfactory.

This clause is applicable only if the Retention Bonus component in the above structure is non-zero.

7. Relocation Bonus will be paid only after successful completion of 1 Month with the company. It would be paid along with the next immediate salary cycle. In the event of you resigning from the services of the Company on your own accord within one year of employment, you will be required to pay BYJU'S the full amount of the Relocation Bonus received. This clause is applicable only if the Relocation Bonus component in the above structure is non-zero.

8. Probation – On joining the Company you shall be on probation for 60 days. During this period, your employment may be terminated by giving 2 days' notice. You are also at liberty to resign from the services of the Company by giving 2 days' notice in writing. Further, unless otherwise communicated to you in writing, your services shall stand confirmed at the end of the period of probation. You hereby agree and acknowledge that, in the event that you resign from the services of the Company within 30 (thirty) days from the date of signing this letter, you will not be entitled to receive an experience letter from the company.

9. Separation and Notice Period – After confirmation of your appointment at the end of your period of probation, your services may be terminated in the following manner

- In the event of your resignation from the services of the Company, where you will be required to give the Company 60 days' written notice, the notice period has to be served in full unless otherwise agreed mutually in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in the future. You shall, on ceasing to be the employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.
- The Company will be entitled to terminate your services by giving you 60 days of notice in writing, or by payment of 60 days of salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 60 days of notice in writing or 60 days of salary in lieu of such notice.
- In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies, or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss/damage/disrepute to the Company/associates, your termination will be immediate and without any notice or compensation.


REGISTRAR




LETTER OF APPOINTMENT

28-Mar-22

Sandeep Singh

Bangalore

SANDEEP.20202MBA0239@presidencyuniversity.in

Company ID: 194047

Dear Sandeep Singh

With reference to our discussion and agreement, we are pleased to extend this letter of appointment ("Appointment Letter") to you as "**Senior Officer**" within **Retail Banking - Retail Liabilities** at IDFC FIRST Bank Limited (the "Bank"). You are expected to join on or before **19/Apr/2022** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **INR. 3,75,000/- (Rs.Three Lakh Seventy Five Thousand only)** per annum. The position is currently based at **Bengaluru-Pride Hulkul Lalbagh Main Rd (Sales Hub)**

This appointment is subject to you being medically fit to perform your role effectively. It is also subject to verification, as per the norms of the Bank, of information and particulars submitted (electronically or signed) by you, including but not limited to Authorization / Undertaking / Declaration Form. Kindly confirm your acceptance to this Appointment Letter by uploading a signed and scanned copy of the letter on the authorized joining portal within 5 working days of receipt of this Appointment Letter, post which the Appointment Letter stands revoked, as per the discretion of the Bank, and all the terms and conditions hereunder shall be null and void, and neither party shall have any obligation in relation thereto. Your acceptance to this Appointment Letter shall also mean the acceptance to the terms and conditions mentioned herein

You are requested to complete the joining formalities, on the authorized online portal of the Bank and submit the documents as required by the Bank.

Your Compensation Details and general terms and conditions for appointment are as per the enclosed Annexure/s

Further, your appointment is subject to your abiding to, in Appointment Letter and spirit,

- *Code of Conduct*
- *Code of Conduct for Prohibition of Insider Trading for the Bank*

Please note that you are required to keep the salary & other perquisites / benefits offered to you strictly confidential and not share information regarding the same with anyone.

This Appointment Letter shall be effective from your actual date of joining with the Bank. You are required to submit a signed copy of this Appointment Letter on/before the actual date of joining, failing which the appointment stands withdrawn without any further communication.

Congratulations on your appointment and we wish you a successful career with IDFC FIRST Bank Limited.

Thank You,

For **IDFC FIRST Bank Limited**

Digitally Signed by

Deepika Mahajan

Head Talent Acquisition & Employer Branding



I, **Sandeep Singh**, son/daughter of _____ do hereby accept the above and confirm / certify the following:

- Date of Joining the Bank: 19/Apr/2022
- Email ID: SANDEEP.20202MBA0239@presidencyuniversity.in

Signature:

Date:

Authenticated by



Sandeep Singh
REGISTRAR


**Annexure 1
COMPENSATION DETAILS**

Employee Name	Sandeep Singh
Grade	Senior Officer
Business Unit	Retail Banking - Retail Liabilities
Location	Bengaluru-Pride Hulkul Lalbagh Main Rd (Sales Hub)

Component	Per Month(In INR.)	Per Annum (in INR.)
Basic Salary	6,250	75,000
Flexible Benefit Plan	23,200	2,78,400
Annual Guaranteed Cash (AGC)	29,450	3,53,400
Employer PF	1,800	21,600
Total Fixed Pay (TFP)	31,250	3,75,000

* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

Notes:

- ¹Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car / Reimbursement & National Pension Scheme or any other plan applicable as per Bank's policy. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the bank towards your life, accident & medical insurance. This is a notional premium amount & is not paid in cash to you
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.
- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back a minimum amount of Rs.15,000 /- back to the company towards joining and training expenses incurred by IDFC FIRST Bank.



Annexure 2
GENERAL TERMS AND CONDITIONS

LOCATION

Your joining location will be **Bengaluru-Pride Hulkul Lalbagh Main Rd (Sales Hub)**. However, during your employment you may be posted / transferred, as per the sole discretion of the Bank to any of the offices / locations/ projects/ divisions/ departments/ units/ subsidiaries/ sister concerns of the Bank, in the interest of the Bank , without any additional remuneration, with/ without assigning any reasons.

HOURS OF WORK

Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in.

LEAVE ENTITLEMENT

You shall be eligible for holidays and leave as per the Bank's leave policy, as may be amended from time to time.

TOTAL FIXED PAY (TFP):

The entitlements of your Total Fixed Pay are subject to the Bank's policy, procedure or guidelines that may be issued from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax and other related/applicable laws.

PERFORMANCE BONUS/ INCENTIVE PAYMENTS/ INDICATIVE TARGET BONUS

The Bank may, in its absolute discretion, pay you a bonus/ incentive of such amount, at such intervals and subject to such conditions as determined from time to time, in accordance with the Bank's Policy.

STATUTORY PAYMENTS / DEDUCTIONS


All statutory payments / deductions will be as per the applicable law and maybe changed from time to time based on changes in the law of the land.

DEDUCTIONS FROM TOTAL FIXED PAY/ANNUAL GROSS REMUNERATION PACKAGE

You agree that, at any time during your employment, or after the effective date of employment, the Bank may deduct, from your Total Fixed Pay /Annual Gross Remuneration Package/ Bank Account any overpayment made or amounts owed by you, this includes, but is not limited to, any excess (leave), outstanding loans, advances, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you. You agree that, at any time during your employment, or after the effective date of employment, the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

TAX

You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax authorities including other applicable statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

Sanne
REGISTRAR


MEDICAL FITNESS & VERIFICATION OF PARTICULARS

Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop a critical/chronic illness which restricts you from performing your official duties or in any way put your other colleagues at risk, you are required to inform Human Resource Department of the Bank (HR) about the same. Your employment is also subject to your clearing the Personal and Professional Background Verification as per the norms of the Bank, including your antecedents and document submitted. In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre-employment declaration or any such document are found false or unsatisfactory, your employment would be liable for termination at the Bank's discretion at any time without any notice or any compensation in lieu thereof.

RETIREMENT

Normal Retirement Age: You will automatically retire from the employment of the Bank, as the case may be, on attaining the retirement age of 58 years or as decided by the Bank and unless concluded earlier as per the discretion of the Bank . By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

COMPLIANCE

In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land. You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws. During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedure.

NOTICE PERIOD

Either party may terminate this employment by giving three (3) months' notice ("Notice Period") in writing or payment of three (3) months Total Fixed Pay (excluding retiral and other non-cash benefits) in lieu of the Notice Period or proportionate payment thereof in lieu of any shortfall in the Notice Period, acceptance or waiver, which will be at the sole discretion of the Bank. The Bank reserves the right, in its sole discretion, to waive all or part of this three (3) months' Notice Period and terminate the employee's employment or relieve the employee from the employment prior to the conclusion of Notice Period, and in such cases, the employee is liable to make payment of Total Fixed Pay for the waived off/unserved Notice Period as decided by the Bank. Notwithstanding anything foregoing, in case of waiver of the Notice Period as per the discretion of the Bank, the Bank shall not be liable to make any payment of salary (in accordance with the definition of Total Fixed Pay) to the employee in lieu of the waived off Notice Period. To the extent the Bank does not waive all or part of the Notice Period, the employee shall remain employed throughout the Notice Period (or portion thereof), or payment in lieu of any unserved Notice Period will be recovered from the employee and might attract applicable taxes. All applicable taxes once deducted will not be reversed under any circumstances. In case the last date as per the Notice Period of three (3) months falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day ("LWD"), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.

TERMINATION OF EMPLOYMENT

- If you absent yourself without authorized leave for continuous five (5) days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently

extended by five (5) days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you at the discretion of the Bank, including termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (**Notice Period**) in lieu of the Notice Period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity.

- The Bank reserves the right to terminate your employment/ Appointment Letter if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you a three months (3) prior written notice. In such event, you shall be paid applicable Total Fixed Pay less retiral to which you are entitled as per this Appointment Letter up to the effective date of termination.
- Your services are liable to be terminated without any notice or payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors or non-compliance of any law on your part..
- In the event your employment is terminated by reason of an eventuality caused by (your) death, your beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.
- The Bank has the right to terminate your employment for any reasons other than mentioned in the General Terms and Conditions by giving notice of three (3) months in writing or payment of (3) three months Total Fixed Pay (excluding retiral and other non-cash benefits) in lieu of Three (3) months' notice.
- You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

NON CONFLICT OF INTEREST AND NO EXTERNAL EMPLOYMENT

You will not, during your employment with the Bank, except with the specific approval of the Bank, undertake other full time or part time work for remuneration or work that adversely affect your professional image and integrity as an employee of the Bank.

RECEIPT OF PAYMENTS AND BENEFITS FROM THIRD PARTIES

Subject to the Bank regulations issued and amended from time to time, 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 Bank. If you or, 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 Bank for the amount received or the value of the benefit so obtained.

INFORMATION, ASSETS AND SYSTEMS

- When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction
- Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of Information Assets of IDFC FIRST Bank. Accordingly, you are required to familiarise yourself with the Information Security Policies and Procedures at IDFC FIRST Bank and abide by it in spirit and practice.

CODE OF CONDUCT AND EXPECTED EMPLOYEE CONDUCT

You are bound by the Bank's Code of Conduct and the bank may implement disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal. You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions of employment and the applicable guidelines and regulations.

You are expected to be well groomed and formally dressed at work.

PROFESSIONAL ETHICS & CONFIDENTIALITY:

- You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.
- Unauthorized disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary and other actions against you including termination of your employment. The disclosure and use of confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction". Where disclosure of confidential information is made by you in observance of order of a competent court or may be required to made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.
- You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank or make any use thereof, except for the benefit of and on behalf of, the Bank. Any disclosure which has not been expressly

authorized by the Bank shall be called unauthorized disclosure'.

- During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

DATA PROTECTION

- The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.
- By signing this contract, you acknowledge and agree that the Bank is permitted to hold personal information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business.
- You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in our view, required for the proper conduct of our business or that of any associated company. This clause applies to information held, used or disclosed in any medium.

INTELLECTUAL PROPERTY:

- For the purposes of this clause, Intellectual property means intellectual property of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- If you (whether alone or with others) shall, during your employment with the Bank, make or create an idea, method, invention, discovery, design or develop any and all other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Works") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).
- The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.
- You shall not (except as provided in this Appointment Letter or as may be necessary in the course of your duties for the Bank) disclose or make use of any Works without the Bank's prior written consent.

INDEMNITY

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful

acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your employment on such count or the right of the Bank to seek other remedies which the Bank may have to make good the loss or damage.

FORCE MAJEURE

Notwithstanding anything contained herein, if the regular operations of the Bank are suspended, in full or part, resulting from unforeseen circumstance or general economic conditions or regulatory, governmental or legal restriction /actions, or other general market effects or Acts of God or other cause of similar or different nature including war, outbreak of epidemic or pandemic beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith, during the continuation of such suspension of operations. In addition to the foregoing the Bank may, by written notice, terminate this Appointment Letter forthwith or change the terms and conditions of this agreement with no further liability whatsoever.

NON-SOLICITATION AND RESTRICTIVE COVENANT

- You are committed not to hire anyone or engage in any sort of discussion with an employee of IDFC FIRST Bank or any of its subsidiaries for at least one year from your last working date in IDFC FIRST Bank. This is applicable even during your period of employment whether approached by the employee or officers of IDFC FIRST Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of IDFC FIRST Bank or any of its subsidiaries should not be solicited or encouraged to leave IDFC FIRST Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.
- You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person to transfer from the Bank to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Bank.
- You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

REVOKING THE APPOINTMENT

- The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.
- In the event of a criminal case being filed against you in your personal capacity, the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn. You may also be placed under suspension pending enquiry into the charges of misconduct or otherwise.

OTHER TERMS AND CONDITIONS:

- Your date of birth mentioned as per PAN card and any other acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.
- As a potential employee and subject to terms and conditions of the appointment, we assume that the submission of documents and details furnished as part of the documentation procedure which includes furnishing your personal, academic and professional details are authentic and self-attested duly. The Bank will include these details as a part of your employment information/records as deemed confirmed by you with respect to accuracy and update of the information.
- As an employee you are responsible to provide correct email ID and phone number and all communication/information exchange will happen on the same. The email ID and phone number as provided by you will stand valid for all communication from IDFC FIRST Bank Limited. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- During your employment, you will be subject to the service/employment rules, regulations and policy of the Bank applicable from time to time.
- The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.
- Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by the Terms and Conditions of Employment, HR Manual and other policies and procedures of the Bank as presently applicable and as may be introduced or amended from time to time.
- You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.
- You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.
- If at any time you are involved in any legal / administrative / quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof.
- You shall not at any time use your association with the Bank to gain unfair advantage for personal purposes.
- You shall follow all directions, instructions, guidelines and policies of the Bank issued from time to time in discharge of your duties.
- In addition to the terms and conditions mentioned herein, you hereby agree that you have read and understood and shall be abided by the 'Terms and Conditions of Employment 'as available on the intranet portal and your joining portal and as may be amended from time to time by the Bank at its sole discretion.

WARRANTY

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

CHANGE IN TERMS AND CONDITONS



- The terms and conditions of the Appointment Letter are subject to revision and change by the Bank, without notice. The revised terms and conditions shall be applicable and abided by all the employees, effective from the date of revision or change.
- The present designation and terms of services including your emoluments are subject to change depending upon work assignment from time to time

DURATION/VALIDITY OF THE APPOINTMENT LETTER:

- If this Appointment Letter is not accepted by applicant within Five (5) days of receiving the letter, it shall stand revoked, at the discretion of the Bank, and all terms and conditions considered null and void, and neither party shall have any obligation in relation thereto.
- It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.
- If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions of shall continue in full force and effect and operate as if the severed portion had not been included.

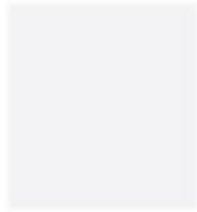
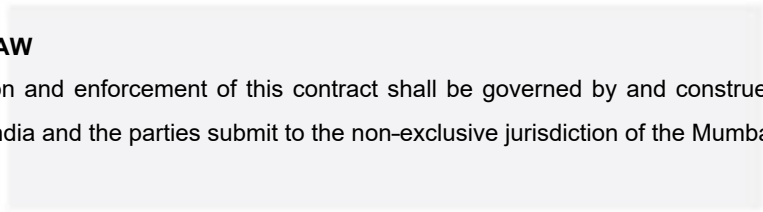
GOVERNING LAW

The interpretation and enforcement of this contract shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

Accepted & Agreed:

Signature:

Date:



Sanne
REGISTRAR



Name: **Sandeep Singh**

Date: 28-Mar-2022

Company ID: 194047

OUR EMPLOYEE VALUE PROPOSITION

Congratulations! We are delighted to welcome you to the IDFC FIRST Bank family.

At the IDFC FIRST Bank we aim at giving each employee an opportunity to succeed. You are an integral part of our growth story and our success stories are now intertwined.

There's a lot to learn with us, not only the work but also about our culture and values. Our employee value proposition below portrays the value and experience you will gain by working at our bank.

*Be part of a **winning team**.*

*Drive change with **cutting edge technology**.*

*Join a work force that is high on **integrity**.*

*Be where **growth** is not just a number.*

*Make a **social impact**, make a difference to the society.*

*Be **dynamic**, agile, responsive, bold, disruptive.*

*We invite you to contribute to building **the world's best bank right here in India!***

We are excited about you joining the bank and wish you great success in your new role.

Warm Regards

Deepika Mahajan

Head Talent Acquisition and Employer Branding

Human Resource Department.

IDFC FIRST BANK LTD.

Sandeep Singh
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE
Registrar

Annexure 3

**PRE JOINING DOCUMENT CHECKLIST
(TO BE UPLOADED ON THE IDFC FIRST BANK HR SYSTEM)**

S.No	Document Name	Acceptable Proof
1	Permanent Address Proof	Passport/Driving License/Voters Id Card
2	Current Address Proof (if different from permanent address)	Passbook/Rent Agreement
3	Cancelled Cheque for Alternate Bank Account	If cheque book is not available, copy of the passbook with account number and address can be submitted
4	Employment Documents (Only for experienced candidates)	Relieving Letter/ Experience letter required for all the employments mentioned on the resume. Kindly note that, relieving letter for the last employment is required to be submitted within 45 days of joining.
5	Education Documents	Mark sheets and certificates for all relevant qualifications, as mentioned on the resume
6	Resignation proof for last employment (Only for experienced candidates)	Scanned copy of resignation proof/Resignation Email/ System Screenshot of resignation submission
7	Photo	High resolution clear passport size photograph with white background is required. This will be printed on your ID card
8	Driving License (Only for ca	Driving License copy can be uploaded
9	Insurance Book (Only for ca	Copy of the insurance book can be uploaded
10	RC Book (Only for candidat	RC Book copy can be uploaded. In case, you do not own a vehicle, an authority letter is to be Navigation: Me > Onboarding
11	Accepted Copy of the Appointment Letter with signature of the applicant and acceptance date	



LETTER OF APPOINTMENT

28-Mar-22

Akshay G G

Bangalore

AKSHAY.20202MDM0001@presidencyuniversity.in

Company ID: 194048

Dear Akshay G G

With reference to our discussion and agreement, we are pleased to extend this letter of appointment ("Appointment Letter") to you as "**Senior Officer**" within **Retail Banking - Retail Liabilities** at IDFC FIRST Bank Limited (the "Bank"). You are expected to join on or before **19/Apr/2022** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **INR. 3,75,000/- (Rs.Three Lakh Seventy Five Thousand only)** per annum. The position is currently based at **Bengaluru-Pride Hulkul Lalbagh Main Rd (Sales Hub)**

This appointment is subject to you being medically fit to perform your role effectively. It is also subject to verification, as per the norms of the Bank, of information and particulars submitted (electronically or signed) by you, including but not limited to Authorization / Undertaking / Declaration Form. Kindly confirm your acceptance to this Appointment Letter by uploading a signed and scanned copy of the letter on the authorized joining portal within 5 working days of receipt of this Appointment Letter, post which the Appointment Letter stands revoked, as per the discretion of the Bank, and all the terms and conditions hereunder shall be null and void, and neither party shall have any obligation in relation thereto. Your acceptance to this Appointment Letter shall also mean the acceptance to the terms and conditions mentioned herein

You are requested to complete the joining formalities, on the authorized online portal of the Bank and submit the documents as required by the Bank.

Your Compensation Details and general terms and conditions for appointment are as per the enclosed Annexure/s

Further, your appointment is subject to your abiding to, in Appointment Letter and spirit,

- *Code of Conduct*
- *Code of Conduct for Prohibition of Insider Trading for the Bank*

Please note that you are required to keep the salary & other perquisites / benefits offered to you strictly confidential and not share information regarding the same with anyone.

This Appointment Letter shall be effective from your actual date of joining with the Bank. You are required to submit a signed copy of this Appointment Letter on/before the actual date of joining, failing which the appointment stands withdrawn without any further communication.

Congratulations on your appointment and we wish you a successful career with IDFC FIRST Bank Limited.

Thank You,

For **IDFC FIRST Bank Limited**

Digitally Signed by

Deepika Mahajan

Head Talent Acquisition & Employer Branding



I, **Akshay G G**, son/daughter of _____ do hereby accept the above and confirm / certify the following:

- Date of Joining the Bank: 19/Apr/2022
- Email ID: AKSHAY.20202MDM0001@presidencyuniversity.in

Signature: _____

Date: _____ **Authenticated by** _____



Sanne
REGISTRAR

**Annexure 1
COMPENSATION DETAILS**

Employee Name	Akshay G G
Grade	Senior Officer
Business Unit	Retail Banking - Retail Liabilities
Location	Bengaluru-Pride Hulkul Lalbagh Main Rd (Sales Hub)

Component	Per Month(In INR.)	Per Annum (in INR.)
Basic Salary	6,250	75,000
Flexible Benefit Plan	23,200	2,78,400
Annual Guaranteed Cash (AGC)	29,450	3,53,400
Employer PF	1,800	21,600
Total Fixed Pay (TFP)	31,250	3,75,000

* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

Notes:

- ¹Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car / Reimbursement & National Pension Scheme or any other plan applicable as per Bank's policy. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the bank towards your life, accident & medical insurance. This is a notional premium amount & is not paid in cash to you
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.
- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back a minimum amount of Rs.15,000 /- back to the company towards joining and training expenses incurred by IDFC FIRST Bank.



Annexure 2
GENERAL TERMS AND CONDITIONS

LOCATION

Your joining location will be **Bengaluru-Pride Hulkul Lalbagh Main Rd (Sales Hub)**. However, during your employment you may be posted / transferred, as per the sole discretion of the Bank to any of the offices / locations/ projects/ divisions/ departments/ units/ subsidiaries/ sister concerns of the Bank, in the interest of the Bank , without any additional remuneration, with/ without assigning any reasons.

HOURS OF WORK

Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in.

LEAVE ENTITLEMENT

You shall be eligible for holidays and leave as per the Bank's leave policy, as may be amended from time to time.

TOTAL FIXED PAY (TFP):

The entitlements of your Total Fixed Pay are subject to the Bank's policy, procedure or guidelines that may be issued from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax and other related/applicable laws.

PERFORMANCE BONUS/ INCENTIVE PAYMENTS/ INDICATIVE TARGET BONUS

The Bank may, in its absolute discretion, pay you a bonus/ incentive of such amount, at such intervals and subject to such conditions as determined from time to time, in accordance with the Bank's Policy.

STATUTORY PAYMENTS / DEDUCTIONS


All statutory payments / deductions will be as per the applicable law and maybe changed from time to time based on changes in the law of the land.

DEDUCTIONS FROM TOTAL FIXED PAY/ANNUAL GROSS REMUNERATION PACKAGE

You agree that, at any time during your employment, or after the effective date of employment, the Bank may deduct, from your Total Fixed Pay /Annual Gross Remuneration Package/ Bank Account any overpayment made or amounts owed by you, this includes, but is not limited to, any excess (leave), outstanding loans, advances, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you. You agree that, at any time during your employment, or after the effective date of employment, the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

TAX

You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax authorities including other applicable statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

Sauve
REGISTRAR


MEDICAL FITNESS & VERIFICATION OF PARTICULARS

Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop a critical/chronic illness which restricts you from performing your official duties or in any way put your other colleagues at risk, you are required to inform Human Resource Department of the Bank (HR) about the same. Your employment is also subject to your clearing the Personal and Professional Background Verification as per the norms of the Bank, including your antecedents and document submitted. In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre-employment declaration or any such document are found false or unsatisfactory, your employment would be liable for termination at the Bank's discretion at any time without any notice or any compensation in lieu thereof.

RETIREMENT

Normal Retirement Age: You will automatically retire from the employment of the Bank, as the case may be, on attaining the retirement age of 58 years or as decided by the Bank and unless concluded earlier as per the discretion of the Bank . By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

COMPLIANCE

In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land. You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws. During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedure.

NOTICE PERIOD

Either party may terminate this employment by giving three (3) months' notice ("Notice Period") in writing or payment of three (3) months Total Fixed Pay (excluding retiral and other non-cash benefits) in lieu of the Notice Period or proportionate payment thereof in lieu of any shortfall in the Notice Period, acceptance or waiver, which will be at the sole discretion of the Bank. The Bank reserves the right, in its sole discretion, to waive all or part of this three (3) months' Notice Period and terminate the employee's employment or relieve the employee from the employment prior to the conclusion of Notice Period, and in such cases, the employee is liable to make payment of Total Fixed Pay for the waived off/unserved Notice Period as decided by the Bank. Notwithstanding anything foregoing, in case of waiver of the Notice Period as per the discretion of the Bank, the Bank shall not be liable to make any payment of salary (in accordance with the definition of Total Fixed Pay) to the employee in lieu of the waived off Notice Period. To the extent the Bank does not waive all or part of the Notice Period, the employee shall remain employed throughout the Notice Period (or portion thereof), or payment in lieu of any unserved Notice Period will be recovered from the employee and might attract applicable taxes. All applicable taxes once deducted will not be reversed under any circumstances. In case the last date as per the Notice Period of three (3) months falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day ("LWD"), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.

TERMINATION OF EMPLOYMENT

- If you absent yourself without authorized leave for continuous five (5) days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently

extended by five (5) days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you at the discretion of the Bank, including termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (**Notice Period**) in lieu of the Notice Period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity.

- The Bank reserves the right to terminate your employment/ Appointment Letter if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you a three months (3) prior written notice. In such event, you shall be paid applicable Total Fixed Pay less retiral to which you are entitled as per this Appointment Letter up to the effective date of termination.
- Your services are liable to be terminated without any notice or payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors or non-compliance of any law on your part..
- In the event your employment is terminated by reason of an eventuality caused by (your) death, your beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.
- The Bank has the right to terminate your employment for any reasons other than mentioned in the General Terms and Conditions by giving notice of three (3) months in writing or payment of (3) three months Total Fixed Pay (excluding retiral and other non-cash benefits) in lieu of Three (3) months' notice.
- You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

NON CONFLICT OF INTEREST AND NO EXTERNAL EMPLOYMENT

You will not, during your employment with the Bank, except with the specific approval of the Bank, undertake other full time or part time work for remuneration or work that adversely affect your professional image and integrity as an employee of the Bank.

RECEIPT OF PAYMENTS AND BENEFITS FROM THIRD PARTIES

Subject to the Bank regulations issued and amended from time to time, 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 Bank. If you or, 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 Bank for the amount received or the value of the benefit so obtained.

INFORMATION, ASSETS AND SYSTEMS

- When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction
- Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of Information Assets of IDFC FIRST Bank. Accordingly, you are required to familiarise yourself with the Information Security Policies and Procedures at IDFC FIRST Bank and abide by it in spirit and practice.

CODE OF CONDUCT AND EXPECTED EMPLOYEE CONDUCT

You are bound by the Bank's Code of Conduct and the bank may implement disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal. You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions of employment and the applicable guidelines and regulations.

You are expected to be well groomed and formally dressed at work.

PROFESSIONAL ETHICS & CONFIDENTIALITY:

- You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.
- Unauthorized disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary and other actions against you including termination of your employment. The disclosure and use of confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction". Where disclosure of confidential information is made by you in observance of order of a competent court or may be required to made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.
- You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank or make any use thereof, except for the benefit of and on behalf of, the Bank. Any disclosure which has not been expressly

authorized by the Bank shall be called unauthorized disclosure'.

- During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

DATA PROTECTION

- The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.
- By signing this contract, you acknowledge and agree that the Bank is permitted to hold personal information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business.
- You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in our view, required for the proper conduct of our business or that of any associated company. This clause applies to information held, used or disclosed in any medium.

INTELLECTUAL PROPERTY:

- For the purposes of this clause, Intellectual property means intellectual property of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- If you (whether alone or with others) shall, during your employment with the Bank, make or create an idea, method, invention, discovery, design or develop any and all other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Works") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).
- The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.
- You shall not (except as provided in this Appointment Letter or as may be necessary in the course of your duties for the Bank) disclose or make use of any Works without the Bank's prior written consent.

INDEMNITY

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful

acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your employment on such count or the right of the Bank to seek other remedies which the Bank may have to make good the loss or damage.

FORCE MAJEURE

Notwithstanding anything contained herein, if the regular operations of the Bank are suspended, in full or part, resulting from unforeseen circumstance or general economic conditions or regulatory, governmental or legal restriction /actions, or other general market effects or Acts of God or other cause of similar or different nature including war, outbreak of epidemic or pandemic beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith, during the continuation of such suspension of operations. In addition to the foregoing the Bank may, by written notice, terminate this Appointment Letter forthwith or change the terms and conditions of this agreement with no further liability whatsoever.

NON-SOLICITATION AND RESTRICTIVE COVENANT

- You are committed not to hire anyone or engage in any sort of discussion with an employee of IDFC FIRST Bank or any of its subsidiaries for at least one year from your last working date in IDFC FIRST Bank. This is applicable even during your period of employment whether approached by the employee or officers of IDFC FIRST Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of IDFC FIRST Bank or any of its subsidiaries should not be solicited or encouraged to leave IDFC FIRST Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.
- You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person to transfer from the Bank to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Bank.
- You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

REVOKING THE APPOINTMENT

- The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.
- In the event of a criminal case being filed against you in your personal capacity, the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn. You may also be placed under suspension pending enquiry into the charges of misconduct or otherwise.

OTHER TERMS AND CONDITIONS:

- Your date of birth mentioned as per PAN card and any other acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.
- As a potential employee and subject to terms and conditions of the appointment, we assume that the submission of documents and details furnished as part of the documentation procedure which includes furnishing your personal, academic and professional details are authentic and self-attested duly. The Bank will include these details as a part of your employment information/records as deemed confirmed by you with respect to accuracy and update of the information.
- As an employee you are responsible to provide correct email ID and phone number and all communication/information exchange will happen on the same. The email ID and phone number as provided by you will stand valid for all communication from IDFC FIRST Bank Limited. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- During your employment, you will be subject to the service/employment rules, regulations and policy of the Bank applicable from time to time.
- The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.
- Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by the Terms and Conditions of Employment, HR Manual and other policies and procedures of the Bank as presently applicable and as may be introduced or amended from time to time.
- You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.
- You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.
- If at any time you are involved in any legal / administrative / quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof.
- You shall not at any time use your association with the Bank to gain unfair advantage for personal purposes.
- You shall follow all directions, instructions, guidelines and policies of the Bank issued from time to time in discharge of your duties.
- In addition to the terms and conditions mentioned herein, you hereby agree that you have read and understood and shall be abided by the 'Terms and Conditions of Employment 'as available on the intranet portal and your joining portal and as may be amended from time to time by the Bank at its sole discretion.

WARRANTY

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

CHANGE IN TERMS AND CONDITONS



- The terms and conditions of the Appointment Letter are subject to revision and change by the Bank, without notice. The revised terms and conditions shall be applicable and abided by all the employees, effective from the date of revision or change.
- The present designation and terms of services including your emoluments are subject to change depending upon work assignment from time to time

DURATION/VALIDITY OF THE APPOINTMENT LETTER:

- If this Appointment Letter is not accepted by applicant within Five (5) days of receiving the letter, it shall stand revoked, at the discretion of the Bank, and all terms and conditions considered null and void, and neither party shall have any obligation in relation thereto.
- It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.
- If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions of shall continue in full force and effect and operate as if the severed portion had not been included.

GOVERNING LAW

The interpretation and enforcement of this contract shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

Accepted & Agreed:

Signature:

Date:



Sanne
REGISTRAR



Name: **Akshay G G**

Date: 28-Mar-2022

Company ID: 194048

OUR EMPLOYEE VALUE PROPOSITION

Congratulations! We are delighted to welcome you to the IDFC FIRST Bank family.

At the IDFC FIRST Bank we aim at giving each employee an opportunity to succeed. You are an integral part of our growth story and our success stories are now intertwined.

There's a lot to learn with us, not only the work but also about our culture and values. Our employee value proposition below portrays the value and experience you will gain by working at our bank.

*Be part of a **winning team**.*

*Drive change with **cutting edge technology**.*

*Join a work force that is high on **integrity**.*

*Be where **growth** is not just a number.*

*Make a **social impact**, make a difference to the society.*

*Be **dynamic**, agile, responsive, bold, disruptive.*

*We invite you to contribute to building **the world's best bank right here in India!***

We are excited about you joining the bank and wish you great success in your new role.

Warm Regards

Deepika Mahajan

Head Talent Acquisition and Employer Branding

Human Resource Department.

IDFC FIRST BANK LTD.

Sanu
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE
Registrar

Annexure 3

**PRE JOINING DOCUMENT CHECKLIST
(TO BE UPLOADED ON THE IDFC FIRST BANK HR SYSTEM)**

S.No	Document Name	Acceptable Proof
1	Permanent Address Proof	Passport/Driving License/Voters Id Card
2	Current Address Proof (if different from permanent address)	Passbook/Rent Agreement
3	Cancelled Cheque for Alternate Bank Account	If cheque book is not available, copy of the passbook with account number and address can be submitted
4	Employment Documents (Only for experienced candidates)	Relieving Letter/ Experience letter required for all the employments mentioned on the resume. Kindly note that, relieving letter for the last employment is required to be submitted within 45 days of joining.
5	Education Documents	Mark sheets and certificates for all relevant qualifications, as mentioned on the resume
6	Resignation proof for last employment (Only for experienced candidates)	Scanned copy of resignation proof/Resignation Email/ System Screenshot of resignation submission
7	Photo	High resolution clear passport size photograph with white background is required. This will be printed on your ID card
8	Driving License (Only for ca	Driving License copy can be uploaded
9	Insurance Book (Only for ca	Copy of the insurance book can be uploaded
10	RC Book (Only for candidat	RC Book copy can be uploaded. In case, you do not own a vehicle, an authority letter is to be Navigation: Me > Onboarding
11	Accepted Copy of the Appointment Letter with signature of the applicant and acceptance date	



LETTER OF APPOINTMENT

28-Mar-22
Sagnik Roy
Bangalore
SAGNIK.20202MBA0230@presidencyuniversity.in
Company ID: 194049

Dear Sagnik Roy

With reference to our discussion and agreement, we are pleased to extend this letter of appointment ("Appointment Letter") to you as "**Senior Officer**" within **Retail Banking - Retail Liabilities** at IDFC FIRST Bank Limited (the "Bank"). You are expected to join on or before **19/Apr/2022** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **INR. 3,75,000/- (Rs.Three Lakh Seventy Five Thousand only)** per annum. The position is currently based at **Bengaluru-Pride Hulkul Lalbagh Main Rd (Sales Hub)**

This appointment is subject to you being medically fit to perform your role effectively. It is also subject to verification, as per the norms of the Bank, of information and particulars submitted (electronically or signed) by you, including but not limited to Authorization / Undertaking / Declaration Form. Kindly confirm your acceptance to this Appointment Letter by uploading a signed and scanned copy of the letter on the authorized joining portal within 5 working days of receipt of this Appointment Letter, post which the Appointment Letter stands revoked, as per the discretion of the Bank, and all the terms and conditions hereunder shall be null and void, and neither party shall have any obligation in relation thereto. Your acceptance to this Appointment Letter shall also mean the acceptance to the terms and conditions mentioned herein

You are requested to complete the joining formalities, on the authorized online portal of the Bank and submit the documents as required by the Bank.

Your Compensation Details and general terms and conditions for appointment are as per the enclosed Annexure/s

Further, your appointment is subject to your abiding to, in Appointment Letter and spirit,

- *Code of Conduct*
- *Code of Conduct for Prohibition of Insider Trading for the Bank*

Please note that you are required to keep the salary & other perquisites / benefits offered to you strictly confidential and not share information regarding the same with anyone.

This Appointment Letter shall be effective from your actual date of joining with the Bank. You are required to submit a signed copy of this Appointment Letter on/before the actual date of joining, failing which the appointment stands withdrawn without any further communication.

Congratulations on your appointment and we wish you a successful career with IDFC FIRST Bank Limited.

Thank You,
For **IDFC FIRST Bank Limited**

Digitally Signed by

Deepika Mahajan
Head Talent Acquisition & Employer Branding



I, **Sagnik Roy**, son/daughter of _____ do hereby accept the above and confirm / certify the following:

- Date of Joining the Bank: 19/Apr/2022
- Email ID: SAGNIK.20202MBA0230@presidencyuniversity.in

Signature: _____

Date: _____ **Authenticated by** _____



Sagnik Roy
REGISTRAR

**Annexure 1
COMPENSATION DETAILS**

Employee Name	Sagnik Roy
Grade	Senior Officer
Business Unit	Retail Banking - Retail Liabilities
Location	Bengaluru-Pride Hulkul Lalbagh Main Rd (Sales Hub)

Component	Per Month(In INR.)	Per Annum (in INR.)
Basic Salary	6,250	75,000
Flexible Benefit Plan	23,200	2,78,400
Annual Guaranteed Cash (AGC)	29,450	3,53,400
Employer PF	1,800	21,600
Total Fixed Pay (TFP)	31,250	3,75,000

* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

Notes:

- ¹Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car / Reimbursement & National Pension Scheme or any other plan applicable as per Bank's policy. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the bank towards your life, accident & medical insurance. This is a notional premium amount & is not paid in cash to you
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.
- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back a minimum amount of Rs.15,000 /- back to the company towards joining and training expenses incurred by IDFC FIRST Bank.



Annexure 2
GENERAL TERMS AND CONDITIONS

LOCATION

Your joining location will be **Bengaluru-Pride Hulkul Lalbagh Main Rd (Sales Hub)**. However, during your employment you may be posted / transferred, as per the sole discretion of the Bank to any of the offices / locations/ projects/ divisions/ departments/ units/ subsidiaries/ sister concerns of the Bank, in the interest of the Bank , without any additional remuneration, with/ without assigning any reasons.

HOURS OF WORK

Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in.

LEAVE ENTITLEMENT

You shall be eligible for holidays and leave as per the Bank's leave policy, as may be amended from time to time.

TOTAL FIXED PAY (TFP):

The entitlements of your Total Fixed Pay are subject to the Bank's policy, procedure or guidelines that may be issued from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax and other related/applicable laws.

PERFORMANCE BONUS/ INCENTIVE PAYMENTS/ INDICATIVE TARGET BONUS

The Bank may, in its absolute discretion, pay you a bonus/ incentive of such amount, at such intervals and subject to such conditions as determined from time to time, in accordance with the Bank's Policy.

STATUTORY PAYMENTS / DEDUCTIONS


All statutory payments / deductions will be as per the applicable law and maybe changed from time to time based on changes in the law of the land.

DEDUCTIONS FROM TOTAL FIXED PAY/ANNUAL GROSS REMUNERATION PACKAGE

You agree that, at any time during your employment, or after the effective date of employment, the Bank may deduct, from your Total Fixed Pay /Annual Gross Remuneration Package/ Bank Account any overpayment made or amounts owed by you, this includes, but is not limited to, any excess (leave), outstanding loans, advances, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you. You agree that, at any time during your employment, or after the effective date of employment, the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

TAX

You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax authorities including other applicable statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

Sanne
REGISTRAR


MEDICAL FITNESS & VERIFICATION OF PARTICULARS

Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop a critical/chronic illness which restricts you from performing your official duties or in any way put your other colleagues at risk, you are required to inform Human Resource Department of the Bank (HR) about the same. Your employment is also subject to your clearing the Personal and Professional Background Verification as per the norms of the Bank, including your antecedents and document submitted. In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre-employment declaration or any such document are found false or unsatisfactory, your employment would be liable for termination at the Bank's discretion at any time without any notice or any compensation in lieu thereof.

RETIREMENT

Normal Retirement Age: You will automatically retire from the employment of the Bank, as the case may be, on attaining the retirement age of 58 years or as decided by the Bank and unless concluded earlier as per the discretion of the Bank . By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

COMPLIANCE

In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land. You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws. During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedure.

NOTICE PERIOD

Either party may terminate this employment by giving three (3) months' notice ("Notice Period") in writing or payment of three (3) months Total Fixed Pay (excluding retiral and other non-cash benefits) in lieu of the Notice Period or proportionate payment thereof in lieu of any shortfall in the Notice Period, acceptance or waiver, which will be at the sole discretion of the Bank. The Bank reserves the right, in its sole discretion, to waive all or part of this three (3) months' Notice Period and terminate the employee's employment or relieve the employee from the employment prior to the conclusion of Notice Period, and in such cases, the employee is liable to make payment of Total Fixed Pay for the waived off/unserved Notice Period as decided by the Bank. Notwithstanding anything foregoing, in case of waiver of the Notice Period as per the discretion of the Bank, the Bank shall not be liable to make any payment of salary (in accordance with the definition of Total Fixed Pay) to the employee in lieu of the waived off Notice Period. To the extent the Bank does not waive all or part of the Notice Period, the employee shall remain employed throughout the Notice Period (or portion thereof), or payment in lieu of any unserved Notice Period will be recovered from the employee and might attract applicable taxes. All applicable taxes once deducted will not be reversed under any circumstances. In case the last date as per the Notice Period of three (3) months falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day ("LWD"), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.

TERMINATION OF EMPLOYMENT

- If you absent yourself without authorized leave for continuous five (5) days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently

extended by five (5) days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you at the discretion of the Bank, including termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (**Notice Period**) in lieu of the Notice Period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity.

- The Bank reserves the right to terminate your employment/ Appointment Letter if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you a three months (3) prior written notice. In such event, you shall be paid applicable Total Fixed Pay less retiral to which you are entitled as per this Appointment Letter up to the effective date of termination.
- Your services are liable to be terminated without any notice or payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors or non-compliance of any law on your part..
- In the event your employment is terminated by reason of an eventuality caused by (your) death, your beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.
- The Bank has the right to terminate your employment for any reasons other than mentioned in the General Terms and Conditions by giving notice of three (3) months in writing or payment of (3) three months Total Fixed Pay (excluding retiral and other non-cash benefits) in lieu of Three (3) months' notice.
- You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

NON CONFLICT OF INTEREST AND NO EXTERNAL EMPLOYMENT

You will not, during your employment with the Bank, except with the specific approval of the Bank, undertake other full time or part time work for remuneration or work that adversely affect your professional image and integrity as an employee of the Bank.

RECEIPT OF PAYMENTS AND BENEFITS FROM THIRD PARTIES

Subject to the Bank regulations issued and amended from time to time, 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 Bank. If you or, 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 Bank for the amount received or the value of the benefit so obtained.

INFORMATION, ASSETS AND SYSTEMS

- When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction
- Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of Information Assets of IDFC FIRST Bank. Accordingly, you are required to familiarise yourself with the Information Security Policies and Procedures at IDFC FIRST Bank and abide by it in spirit and practice.

CODE OF CONDUCT AND EXPECTED EMPLOYEE CONDUCT

You are bound by the Bank's Code of Conduct and the bank may implement disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal. You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions of employment and the applicable guidelines and regulations.

You are expected to be well groomed and formally dressed at work.

PROFESSIONAL ETHICS & CONFIDENTIALITY:

- You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.
- Unauthorized disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary and other actions against you including termination of your employment. The disclosure and use of confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction". Where disclosure of confidential information is made by you in observance of order of a competent court or may be required to made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.
- You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank or make any use thereof, except for the benefit of and on behalf of, the Bank. Any disclosure which has not been expressly

authorized by the Bank shall be called unauthorized disclosure'.

- During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

DATA PROTECTION

- The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.
- By signing this contract, you acknowledge and agree that the Bank is permitted to hold personal information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business.
- You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in our view, required for the proper conduct of our business or that of any associated company. This clause applies to information held, used or disclosed in any medium.

INTELLECTUAL PROPERTY:

- For the purposes of this clause, Intellectual property means intellectual property of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- If you (whether alone or with others) shall, during your employment with the Bank, make or create an idea, method, invention, discovery, design or develop any and all other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Works") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).
- The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.
- You shall not (except as provided in this Appointment Letter or as may be necessary in the course of your duties for the Bank) disclose or make use of any Works without the Bank's prior written consent.

INDEMNITY

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful

acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your employment on such count or the right of the Bank to seek other remedies which the Bank may have to make good the loss or damage.

FORCE MAJEURE

Notwithstanding anything contained herein, if the regular operations of the Bank are suspended, in full or part, resulting from unforeseen circumstance or general economic conditions or regulatory, governmental or legal restriction /actions, or other general market effects or Acts of God or other cause of similar or different nature including war, outbreak of epidemic or pandemic beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith, during the continuation of such suspension of operations. In addition to the foregoing the Bank may, by written notice, terminate this Appointment Letter forthwith or change the terms and conditions of this agreement with no further liability whatsoever.

NON-SOLICITATION AND RESTRICTIVE COVENANT

- You are committed not to hire anyone or engage in any sort of discussion with an employee of IDFC FIRST Bank or any of its subsidiaries for at least one year from your last working date in IDFC FIRST Bank. This is applicable even during your period of employment whether approached by the employee or officers of IDFC FIRST Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of IDFC FIRST Bank or any of its subsidiaries should not be solicited or encouraged to leave IDFC FIRST Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.
- You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person to transfer from the Bank to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Bank.
- You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

REVOKING THE APPOINTMENT

- The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.
- In the event of a criminal case being filed against you in your personal capacity, the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn. You may also be placed under suspension pending enquiry into the charges of misconduct or otherwise.

OTHER TERMS AND CONDITIONS:

- Your date of birth mentioned as per PAN card and any other acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.
- As a potential employee and subject to terms and conditions of the appointment, we assume that the submission of documents and details furnished as part of the documentation procedure which includes furnishing your personal, academic and professional details are authentic and self-attested duly. The Bank will include these details as a part of your employment information/records as deemed confirmed by you with respect to accuracy and update of the information.
- As an employee you are responsible to provide correct email ID and phone number and all communication/information exchange will happen on the same. The email ID and phone number as provided by you will stand valid for all communication from IDFC FIRST Bank Limited. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- During your employment, you will be subject to the service/employment rules, regulations and policy of the Bank applicable from time to time.
- The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.
- Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by the Terms and Conditions of Employment, HR Manual and other policies and procedures of the Bank as presently applicable and as may be introduced or amended from time to time.
- You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.
- You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.
- If at any time you are involved in any legal / administrative / quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof.
- You shall not at any time use your association with the Bank to gain unfair advantage for personal purposes.
- You shall follow all directions, instructions, guidelines and policies of the Bank issued from time to time in discharge of your duties.
- In addition to the terms and conditions mentioned herein, you hereby agree that you have read and understood and shall be abided by the 'Terms and Conditions of Employment 'as available on the intranet portal and your joining portal and as may be amended from time to time by the Bank at its sole discretion.

WARRANTY

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

CHANGE IN TERMS AND CONDITONS



- The terms and conditions of the Appointment Letter are subject to revision and change by the Bank, without notice. The revised terms and conditions shall be applicable and abided by all the employees, effective from the date of revision or change.
- The present designation and terms of services including your emoluments are subject to change depending upon work assignment from time to time

DURATION/VALIDITY OF THE APPOINTMENT LETTER:

- If this Appointment Letter is not accepted by applicant within Five (5) days of receiving the letter, it shall stand revoked, at the discretion of the Bank, and all terms and conditions considered null and void, and neither party shall have any obligation in relation thereto.
- It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.
- If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions of shall continue in full force and effect and operate as if the severed portion had not been included.

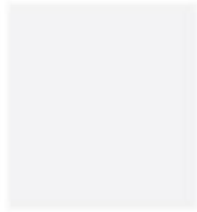
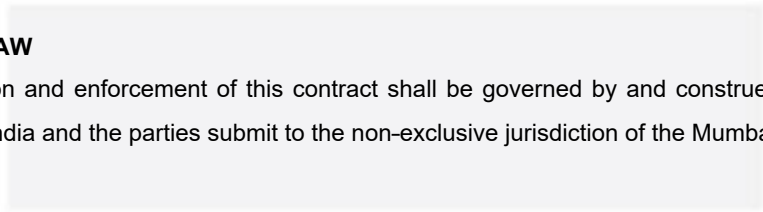
GOVERNING LAW

The interpretation and enforcement of this contract shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

Accepted & Agreed:

Signature:

Date:



Sanne
REGISTRAR



Name: **Sagnik Roy**
Date: 28-Mar-2022
Company ID: 194049

OUR EMPLOYEE VALUE PROPOSITION

Congratulations! We are delighted to welcome you to the IDFC FIRST Bank family.

At the IDFC FIRST Bank we aim at giving each employee an opportunity to succeed. You are an integral part of our growth story and our success stories are now intertwined.

There's a lot to learn with us, not only the work but also about our culture and values. Our employee value proposition below portrays the value and experience you will gain by working at our bank.

*Be part of a **winning team**.*

*Drive change with **cutting edge technology**.*

*Join a work force that is high on **integrity**.*

*Be where **growth** is not just a number.*

*Make a **social impact**, make a difference to the society.*

*Be **dynamic**, agile, responsive, bold, disruptive.*

*We invite you to contribute to building **the world's best bank right here in India!***

We are excited about you joining the bank and wish you great success in your new role.

Warm Regards

Deepika Mahajan

Head Talent Acquisition and Employer Branding

Human Resource Department.

IDFC FIRST BANK LTD.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE
Registrar

Annexure 3

**PRE JOINING DOCUMENT CHECKLIST
(TO BE UPLOADED ON THE IDFC FIRST BANK HR SYSTEM)**

S.No	Document Name	Acceptable Proof
1	Permanent Address Proof	Passport/Driving License/Voters Id Card
2	Current Address Proof (if different from permanent address)	Passbook/Rent Agreement
3	Cancelled Cheque for Alternate Bank Account	If cheque book is not available, copy of the passbook with account number and address can be submitted
4	Employment Documents (Only for experienced candidates)	Relieving Letter/ Experience letter required for all the employments mentioned on the resume. Kindly note that, relieving letter for the last employment is required to be submitted within 45 days of joining.
5	Education Documents	Mark sheets and certificates for all relevant qualifications, as mentioned on the resume
6	Resignation proof for last employment (Only for experienced candidates)	Scanned copy of resignation proof/Resignation Email/ System Screenshot of resignation submission
7	Photo	High resolution clear passport size photograph with white background is required. This will be printed on your ID card
8	Driving License (Only for ca	Driving License copy can be uploaded
9	Insurance Book (Only for ca	Copy of the insurance book can be uploaded
10	RC Book (Only for candidat	RC Book copy can be uploaded. In case, you do not own a vehicle, an authority letter is to be Navigation: Me > Onboarding
11	Accepted Copy of the Appointment Letter with signature of the applicant and acceptance date	



LETTER OF APPOINTMENT

28-Mar-22

Sai Sandeep T

Bangalore

SAI.20202MBA0499@presidencyuniversity.in

Company ID: 194050

Dear Sai Sandeep T

With reference to our discussion and agreement, we are pleased to extend this letter of appointment ("Appointment Letter") to you as "**Senior Officer**" within **Retail Banking - Retail Liabilities** at IDFC FIRST Bank Limited (the "Bank"). You are expected to join on or before **19/Apr/2022** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **INR. 3,75,000/- (Rs.Three Lakh Seventy Five Thousand only)** per annum. The position is currently based at **Bengaluru-Pride Hulkul Lalbagh Main Rd (Sales Hub)**

This appointment is subject to you being medically fit to perform your role effectively. It is also subject to verification, as per the norms of the Bank, of information and particulars submitted (electronically or signed) by you, including but not limited to Authorization / Undertaking / Declaration Form. Kindly confirm your acceptance to this Appointment Letter by uploading a signed and scanned copy of the letter on the authorized joining portal within 5 working days of receipt of this Appointment Letter, post which the Appointment Letter stands revoked, as per the discretion of the Bank, and all the terms and conditions hereunder shall be null and void, and neither party shall have any obligation in relation thereto. Your acceptance to this Appointment Letter shall also mean the acceptance to the terms and conditions mentioned herein

You are requested to complete the joining formalities, on the authorized online portal of the Bank and submit the documents as required by the Bank.

Your Compensation Details and general terms and conditions for appointment are as per the enclosed Annexure/s

Further, your appointment is subject to your abiding to, in Appointment Letter and spirit,

- *Code of Conduct*
- *Code of Conduct for Prohibition of Insider Trading for the Bank*

Please note that you are required to keep the salary & other perquisites / benefits offered to you strictly confidential and not share information regarding the same with anyone.

This Appointment Letter shall be effective from your actual date of joining with the Bank. You are required to submit a signed copy of this Appointment Letter on/before the actual date of joining, failing which the appointment stands withdrawn without any further communication.

Congratulations on your appointment and we wish you a successful career with IDFC FIRST Bank Limited.

Thank You,

For **IDFC FIRST Bank Limited**

Digitally Signed by

Deepika Mahajan

Head Talent Acquisition & Employer Branding



I, **Sai Sandeep T**, son/daughter of _____ do hereby accept the above and confirm / certify the following:

- Date of Joining the Bank: 19/Apr/2022
- Email ID: SAI.20202MBA0499@presidencyuniversity.in

Signature: _____

Date: _____ **Authenticated by** _____



Sai Sandeep T
REGISTRAR

**Annexure 1
COMPENSATION DETAILS**

Employee Name	Sai Sandeep T
Grade	Senior Officer
Business Unit	Retail Banking - Retail Liabilities
Location	Bengaluru-Pride Hulkul Lalbagh Main Rd (Sales Hub)

Component	Per Month(In INR.)	Per Annum (in INR.)
Basic Salary	6,250	75,000
Flexible Benefit Plan	23,200	2,78,400
Annual Guaranteed Cash (AGC)	29,450	3,53,400
Employer PF	1,800	21,600
Total Fixed Pay (TFP)	31,250	3,75,000

* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

Notes:

- ¹Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car / Reimbursement & National Pension Scheme or any other plan applicable as per Bank's policy. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the bank towards your life, accident & medical insurance. This is a notional premium amount & is not paid in cash to you
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.
- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back a minimum amount of Rs.15,000 /- back to the company towards joining and training expenses incurred by IDFC FIRST Bank.



Annexure 2

GENERAL TERMS AND CONDITIONS

LOCATION

Your joining location will be **Bengaluru-Pride Hulkul Lalbagh Main Rd (Sales Hub)**. However, during your employment you may be posted / transferred, as per the sole discretion of the Bank to any of the offices / locations/ projects/ divisions/ departments/ units/ subsidiaries/ sister concerns of the Bank, in the interest of the Bank , without any additional remuneration, with/ without assigning any reasons.

HOURS OF WORK

Actual hours may vary and will be subject to change from time to time; depending on the nature of your work and the department you work in.

LEAVE ENTITLEMENT

You shall be eligible for holidays and leave as per the Bank's leave policy, as may be amended from time to time.

TOTAL FIXED PAY (TFP):

The entitlements of your Total Fixed Pay are subject to the Bank's policy, procedure or guidelines that may be issued from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax and other related/applicable laws.

PERFORMANCE BONUS/ INCENTIVE PAYMENTS/ INDICATIVE TARGET BONUS

The Bank may, in its absolute discretion, pay you a bonus/ incentive of such amount, at such intervals and subject to such conditions as determined from time to time, in accordance with the Bank's Policy.

STATUTORY PAYMENTS / DEDUCTIONS

All statutory payments / deductions will be as per the applicable law and maybe changed from time to time based on changes in the law of the land.

DEDUCTIONS FROM TOTAL FIXED PAY/ANNUAL GROSS REMUNERATION PACKAGE

You agree that, at any time during your employment, or after the effective date of employment, the Bank may deduct, from your Total Fixed Pay /Annual Gross Remuneration Package/ Bank Account any overpayment made or amounts owed by you, this includes, but is not limited to, any excess (leave), outstanding loans, advances, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you. You agree that, at any time during your employment, or after the effective date of employment, the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

TAX

You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax authorities including other applicable statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.



MEDICAL FITNESS & VERIFICATION OF PARTICULARS

Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop a critical/chronic illness which restricts you from performing your official duties or in any way put your other colleagues at risk, you are required to inform Human Resource Department of the Bank (HR) about the same. Your employment is also subject to your clearing the Personal and Professional Background Verification as per the norms of the Bank, including your antecedents and document submitted. In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre-employment declaration or any such document are found false or unsatisfactory, your employment would be liable for termination at the Bank's discretion at any time without any notice or any compensation in lieu thereof.

RETIREMENT

Normal Retirement Age: You will automatically retire from the employment of the Bank, as the case may be, on attaining the retirement age of 58 years or as decided by the Bank and unless concluded earlier as per the discretion of the Bank . By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

COMPLIANCE

In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land. You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws. During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedure.

NOTICE PERIOD

Either party may terminate this employment by giving three (3) months' notice ("Notice Period") in writing or payment of three (3) months Total Fixed Pay (excluding retiral and other non-cash benefits) in lieu of the Notice Period or proportionate payment thereof in lieu of any shortfall in the Notice Period, acceptance or waiver, which will be at the sole discretion of the Bank. The Bank reserves the right, in its sole discretion, to waive all or part of this three (3) months' Notice Period and terminate the employee's employment or relieve the employee from the employment prior to the conclusion of Notice Period, and in such cases, the employee is liable to make payment of Total Fixed Pay for the waived off/unserved Notice Period as decided by the Bank. Notwithstanding anything foregoing, in case of waiver of the Notice Period as per the discretion of the Bank, the Bank shall not be liable to make any payment of salary (in accordance with the definition of Total Fixed Pay) to the employee in lieu of the waived off Notice Period. To the extent the Bank does not waive all or part of the Notice Period, the employee shall remain employed throughout the Notice Period (or portion thereof), or payment in lieu of any unserved Notice Period will be recovered from the employee and might attract applicable taxes. All applicable taxes once deducted will not be reversed under any circumstances. In case the last date as per the Notice Period of three (3) months falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day ("LWD"), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.

TERMINATION OF EMPLOYMENT

- If you absent yourself without authorized leave for continuous five (5) days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently



extended by five (5) days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you at the discretion of the Bank, including termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (**Notice Period**) in lieu of the Notice Period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity.

- The Bank reserves the right to terminate your employment/ Appointment Letter if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you a three months (3) prior written notice. In such event, you shall be paid applicable Total Fixed Pay less retiral to which you are entitled as per this Appointment Letter up to the effective date of termination.
- Your services are liable to be terminated without any notice or payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors or non-compliance of any law on your part..
- In the event your employment is terminated by reason of an eventuality caused by (your) death, your beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.
- The Bank has the right to terminate your employment for any reasons other than mentioned in the General Terms and Conditions by giving notice of three (3) months in writing or payment of (3) three months Total Fixed Pay (excluding retiral and other non-cash benefits) in lieu of Three (3) months' notice.
- You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

NON CONFLICT OF INTEREST AND NO EXTERNAL EMPLOYMENT

You will not, during your employment with the Bank, except with the specific approval of the Bank, undertake other full time or part time work for remuneration or work that adversely affect your professional image and integrity as an employee of the Bank.

RECEIPT OF PAYMENTS AND BENEFITS FROM THIRD PARTIES

Subject to the Bank regulations issued and amended from time to time, 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 Bank. If you or, 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 Bank for the amount received or the value of the benefit so obtained.

INFORMATION, ASSETS AND SYSTEMS

- When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction
- Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of Information Assets of IDFC FIRST Bank. Accordingly, you are required to familiarise yourself with the Information Security Policies and Procedures at IDFC FIRST Bank and abide by it in spirit and practice.

CODE OF CONDUCT AND EXPECTED EMPLOYEE CONDUCT

You are bound by the Bank's Code of Conduct and the bank may implement disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal. You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions of employment and the applicable guidelines and regulations.

You are expected to be well groomed and formally dressed at work.

PROFESSIONAL ETHICS & CONFIDENTIALITY:

- You acknowledge that the business of the Bank is highly competitive and that any information concerning the Bank's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Bank's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Bank.
- Unauthorized disclosure and use of confidential information constitutes a serious misconduct & the Bank shall be entitled to take appropriate disciplinary and other actions against you including termination of your employment. The disclosure and use of confidential information of the Bank after the termination of your relationship with the Bank shall entitle the Bank to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction". Where disclosure of confidential information is made by you in observance of order of a competent court or may be required to made under any applicable law you shall inform the Bank either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.
- You hereby agree that you will not, at any time during or after your employment with the Bank, make any unauthorized disclosure of any confidential business information or trade secrets of the Bank or make any use thereof, except for the benefit of and on behalf of, the Bank. Any disclosure which has not been expressly

authorized by the Bank shall be called unauthorized disclosure'.

- During the period of your association with the Bank you will safeguard all matters, documents, manuals etc. relating to the Bank's operations and you will not be permitted to undertake any other business, work of public office, honorary or remunerative, except with the written permission of the Bank in each case.

DATA PROTECTION

- The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.
- By signing this contract, you acknowledge and agree that the Bank is permitted to hold personal information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business.
- You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in our view, required for the proper conduct of our business or that of any associated company. This clause applies to information held, used or disclosed in any medium.

INTELLECTUAL PROPERTY:

- For the purposes of this clause, Intellectual property means intellectual property of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- If you (whether alone or with others) shall, during your employment with the Bank, make or create an idea, method, invention, discovery, design or develop any and all other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Works") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).
- The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.
- You shall not (except as provided in this Appointment Letter or as may be necessary in the course of your duties for the Bank) disclose or make use of any Works without the Bank's prior written consent.

INDEMNITY

You shall indemnify the Bank against any loss, damage, proceeding which the Bank might suffer due to any wrongful

acts, mala fide acts, negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your employment on such count or the right of the Bank to seek other remedies which the Bank may have to make good the loss or damage.

FORCE MAJEURE

Notwithstanding anything contained herein, if the regular operations of the Bank are suspended, in full or part, resulting from unforeseen circumstance or general economic conditions or regulatory, governmental or legal restriction /actions, or other general market effects or Acts of God or other cause of similar or different nature including war, outbreak of epidemic or pandemic beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith, during the continuation of such suspension of operations. In addition to the foregoing the Bank may, by written notice, terminate this Appointment Letter forthwith or change the terms and conditions of this agreement with no further liability whatsoever.

NON-SOLICITATION AND RESTRICTIVE COVENANT

- You are committed not to hire anyone or engage in any sort of discussion with an employee of IDFC FIRST Bank or any of its subsidiaries for at least one year from your last working date in IDFC FIRST Bank. This is applicable even during your period of employment whether approached by the employee or officers of IDFC FIRST Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of IDFC FIRST Bank or any of its subsidiaries should not be solicited or encouraged to leave IDFC FIRST Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.
- You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person to transfer from the Bank to you or to your new employer or to any other person or entity; or to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Bank.
- You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

REVOKING THE APPOINTMENT

- The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.
- In the event of a criminal case being filed against you in your personal capacity, the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn. You may also be placed under suspension pending enquiry into the charges of misconduct or otherwise.

OTHER TERMS AND CONDITIONS:

- Your date of birth mentioned as per PAN card and any other acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.
- As a potential employee and subject to terms and conditions of the appointment, we assume that the submission of documents and details furnished as part of the documentation procedure which includes furnishing your personal, academic and professional details are authentic and self-attested duly. The Bank will include these details as a part of your employment information/records as deemed confirmed by you with respect to accuracy and update of the information.
- As an employee you are responsible to provide correct email ID and phone number and all communication/information exchange will happen on the same. The email ID and phone number as provided by you will stand valid for all communication from IDFC FIRST Bank Limited. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- During your employment, you will be subject to the service/employment rules, regulations and policy of the Bank applicable from time to time.
- The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.
- Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by the Terms and Conditions of Employment, HR Manual and other policies and procedures of the Bank as presently applicable and as may be introduced or amended from time to time.
- You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Bank.
- You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Bank or engage in unlawful/immoral activities.
- If at any time you are involved in any legal / administrative / quasi- judicial proceeding(s) you shall immediately inform the Bank the details thereof.
- You shall not at any time use your association with the Bank to gain unfair advantage for personal purposes.
- You shall follow all directions, instructions, guidelines and policies of the Bank issued from time to time in discharge of your duties.
- In addition to the terms and conditions mentioned herein, you hereby agree that you have read and understood and shall be abided by the 'Terms and Conditions of Employment 'as available on the intranet portal and your joining portal and as may be amended from time to time by the Bank at its sole discretion.

WARRANTY

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this letter.

CHANGE IN TERMS AND CONDITONS



- The terms and conditions of the Appointment Letter are subject to revision and change by the Bank, without notice. The revised terms and conditions shall be applicable and abided by all the employees, effective from the date of revision or change.
- The present designation and terms of services including your emoluments are subject to change depending upon work assignment from time to time

DURATION/VALIDITY OF THE APPOINTMENT LETTER:

- If this Appointment Letter is not accepted by applicant within Five (5) days of receiving the letter, it shall stand revoked, at the discretion of the Bank, and all terms and conditions considered null and void, and neither party shall have any obligation in relation thereto.
- It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.
- If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions of shall continue in full force and effect and operate as if the severed portion had not been included.

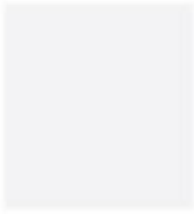
GOVERNING LAW

The interpretation and enforcement of this contract shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

Accepted & Agreed:

Signature:

Date:



Sanne
REGISTRAR



Name: **Sai Sandeep T**

Date: 28-Mar-2022

Company ID: 194050

OUR EMPLOYEE VALUE PROPOSITION

Congratulations! We are delighted to welcome you to the IDFC FIRST Bank family.

At the IDFC FIRST Bank we aim at giving each employee an opportunity to succeed. You are an integral part of our growth story and our success stories are now intertwined.

There's a lot to learn with us, not only the work but also about our culture and values. Our employee value proposition below portrays the value and experience you will gain by working at our bank.

*Be part of a **winning team**.*

*Drive change with **cutting edge technology**.*

*Join a work force that is high on **integrity**.*

*Be where **growth** is not just a number.*

*Make a **social impact**, make a difference to the society.*

*Be **dynamic**, agile, responsive, bold, disruptive.*

*We invite you to contribute to building **the world's best bank right here in India!***

We are excited about you joining the bank and wish you great success in your new role.

Warm Regards

Deepika Mahajan

Head Talent Acquisition and Employer Branding

Human Resource Department.

IDFC FIRST BANK LTD.

Sai Sandeep T
REGISTRAR


Annexure 3

**PRE JOINING DOCUMENT CHECKLIST
(TO BE UPLOADED ON THE IDFC FIRST BANK HR SYSTEM)**

S.No	Document Name	Acceptable Proof
1	Permanent Address Proof	Passport/Driving License/Voters Id Card
2	Current Address Proof (if different from permanent address)	Passbook/Rent Agreement
3	Cancelled Cheque for Alternate Bank Account	If cheque book is not available, copy of the passbook with account number and address can be submitted
4	Employment Documents (Only for experienced candidates)	Relieving Letter/ Experience letter required for all the employments mentioned on the resume. Kindly note that, relieving letter for the last employment is required to be submitted within 45 days of joining.
5	Education Documents	Mark sheets and certificates for all relevant qualifications, as mentioned on the resume
6	Resignation proof for last employment (Only for experienced candidates)	Scanned copy of resignation proof/Resignation Email/ System Screenshot of resignation submission
7	Photo	High resolution clear passport size photograph with white background is required. This will be printed on your ID card
8	Driving License (Only for ca	Driving License copy can be uploaded
9	Insurance Book (Only for ca	Copy of the insurance book can be uploaded
10	RC Book (Only for candidat	RC Book copy can be uploaded. In case, you do not own a vehicle, an authority letter is to be Navigation: Me > Onboarding
11	Accepted Copy of the Appointment Letter with signature of the applicant and acceptance date	

OL No: TN842**28 December 2021**Dear **Karthik Mohan Soratur**

We are pleased to offer you a position with **TEACHNOOK** as a **Business Development Trainee**. We believe you will find this position to be challenging and rewarding.

On the day that you begin your employment with **TEACHNOOK** you will be asked to sign an employment agreement. This employment agreement, among other provisions, states that you will keep our business information and our client's business information confidential

The following confirms our arrangements regarding your employment with **TEACHNOOK**:

Training Date: **21 January 2022 to 30 January 2022**OJT Start Date: **31 January 2022**OJT End Date: **30 July 2022**

Location of Training: Bangalore

Stipend: INR **15000** Per MonthIncentives : INR **10000**Target: **220000** INR per month.Pre Placement Offer : **6 + 3 LPA (Based on the performance)**

I have read and understood the terms and conditions and I accept this offer as set forth above with Teachnook and will report on or before **21 January 2022**.

SIGNATURE: _____

(Candidate's Signature)

DATE: _____

Training Policy

- By accepting this offer you agree to perform all responsibilities assigned to you with due care and diligence and in compliance with the management norms.
- You will be required to work on 9 hours shift and will be entitled to one day weekly off, which might change from time to time and shall be intimated to you in advance.
- During the training period you will not receive any of the employee benefits that regular employees receive & the company will have all the rights to terminate your services without offering any reason.
- At any time if you wish to discontinue the training due to personal reasons , you will have to pay a compensation equal to 1 month stipend or 1 month notice period.
- All the information acquired during the course shall be strictly confidential and you shall refrain from using it for your own purpose or from disclosing it to anyone outside of the Company.
- Upon conclusion of your tenure, you will immediately return to the Company all of its property, equipment and documents including electronically stored information.
- You will follow all policies and practices of our business.
- The Stipend you will receive will completely depend on your performance and your contribution to the company for the particular month.
- Post successful completion of the Training tenure, the candidate will be prone to performance based pre-placement offers by the company.

Please indicate your acceptance of this offer by signing below.

We at Teachnook extend a warm welcome to you and look forward to a mutually beneficial experience.

SIGNATURE: _____

(Candidate's Signature)

DATE: _____

ANNEXURE

As a part of the joining process, you are requested to bring the following documents on the day of joining.

Photocopies of

- SSLC (X Std) Marks Card / 12th Marks Card.
- Degree / Diploma/ Highest qualification certificate along with marks card (any semester).
- 2 passport size photographs.
- PAN Card, Voter ID or Driving Licence Scanned Copy.
- Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.
- **Negative RT-PCR Report is mandatory. It should not be older than 48 hours (Even if you are fully vaccinated).**

Please bring the original education certificates / mark sheets (10th or 12th).

NOTE:

{The document will remain with us for your entire training/employment period. Anytime you would wish to collect the submitted document back for any reason, you must replace it with another specified document (10th/12th/degree consolidated).}

SIGNATURE: _____

(Candidate's Signature)

DATE: _____

OL No: TN843**28 December 2021**Dear **Mahendar Choudhary H**

We are pleased to offer you a position with **TEACHNOOK** as a **Business Development Trainee**. We believe you will find this position to be challenging and rewarding.

On the day that you begin your employment with **TEACHNOOK** you will be asked to sign an employment agreement. This employment agreement, among other provisions, states that you will keep our business information and our client's business information confidential

The following confirms our arrangements regarding your employment with **TEACHNOOK**:

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Stipend: INR **15000** Per MonthIncentives : INR **10000**Target: **220000** INR per month.Pre Placement Offer : **6 + 3 LPA (Based on the performance)**

I have read and understood the terms and conditions and I accept this offer as set forth above with Teachnook and will report on or before **21 January 2022**.

SIGNATURE: _____

(Candidate's Signature)

DATE: _____

Training Policy

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SIGNATURE: _____

(Candidate's Signature)

DATE: _____

OL No: TN844**28 December 2021**Dear **Manoj M S**

We are pleased to offer you a position with **TEACHNOOK** as a **Business Development Trainee**. We believe you will find this position to be challenging and rewarding.

On the day that you begin your employment with **TEACHNOOK** you will be asked to sign an employment agreement. This employment agreement, among other provisions, states that you will keep our business information and our client's business information confidential

The following confirms our arrangements regarding your employment with **TEACHNOOK**:

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Stipend: INR **15000** Per MonthIncentives : INR **10000**Target: **220000** INR per month.Pre Placement Offer : **6 + 3 LPA (Based on the performance)**

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SIGNATURE: _____

(Candidate's Signature)

DATE: _____

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NOTE:

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SIGNATURE: _____

(Candidate's Signature)

DATE: _____

OL No: TN845**28 December 2021**Dear **Samhit Sharma A**

We are pleased to offer you a position with **TEACHNOOK** as a **Business Development Trainee**. We believe you will find this position to be challenging and rewarding.

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Stipend: INR **15000** Per MonthIncentives : INR **10000**Target: **220000** INR per month.Pre Placement Offer : **6 + 3 LPA (Based on the performance)**

I have read and understood the terms and conditions and I accept this offer as set forth above with Teachnook and will report on or before **21 January 2022**.

SIGNATURE: _____

(Candidate's Signature)

DATE: _____

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Please indicate your acceptance of this offer by signing below.

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SIGNATURE: _____

(Candidate's Signature)

DATE: _____

OL No: TN846**28 December 2021**Dear **Bhavik K Patel**

We are pleased to offer you a position with **TEACHNOOK** as a **Business Development Trainee**. We believe you will find this position to be challenging and rewarding.

On the day that you begin your employment with **TEACHNOOK** you will be asked to sign an employment agreement. This employment agreement, among other provisions, states that you will keep our business information and our client's business information confidential

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Location of Training: Bangalore

Stipend: INR **15000** Per MonthIncentives : INR **10000**Target: **220000** INR per month.Pre Placement Offer : **6 + 3 LPA (Based on the performance)**

I have read and understood the terms and conditions and I accept this offer as set forth above with Teachnook and will report on or before **21 January 2022**.

SIGNATURE: _____

(Candidate's Signature)

DATE: _____

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SIGNATURE: _____

(Candidate's Signature)

DATE: _____

OL No: TN847

28 December 2021

Dear **Sreyoshi Saha**

We are pleased to offer you a position with **TEACHNOOK** as a **Business Development Trainee**. We believe you will find this position to be challenging and rewarding.

On the day that you begin your employment with **TEACHNOOK** you will be asked to sign an employment agreement. This employment agreement, among other provisions, states that you will keep our business information and our client's business information confidential

The following confirms our arrangements regarding your employment with **TEACHNOOK**:

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OJT Start Date: **31 January 2022**

OJT End Date: **30 July 2022**

Location of Training: Bangalore

Stipend: INR **15000** Per Month

Incentives : INR **10000**

Target: **220000** INR per month.

Pre Placement Offer : **6 + 3 LPA (Based on the performance)**

I have read and understood the terms and conditions and I accept this offer as set forth above with Teachnook and will report on or before **21 January 2022**.

SIGNATURE: _____

(Candidate's Signature)

DATE: _____

Training Policy

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(Candidate's Signature)

DATE: _____

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SIGNATURE: _____

(Candidate's Signature)

DATE: _____

OL No: TN848**28 December 2021**Dear **Harshitha D N**

We are pleased to offer you a position with **TEACHNOOK** as a **Business Development Trainee**. We believe you will find this position to be challenging and rewarding.

On the day that you begin your employment with **TEACHNOOK** you will be asked to sign an employment agreement. This employment agreement, among other provisions, states that you will keep our business information and our client's business information confidential

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SIGNATURE: _____

(Candidate's Signature)

DATE: _____

OL No: TN849**28 December 2021**Dear **Prakruthi B R**

We are pleased to offer you a position with **TEACHNOOK** as a **Business Development Trainee**. We believe you will find this position to be challenging and rewarding.

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SIGNATURE: _____

(Candidate's Signature)

DATE: _____

OL No: TN850**28 December 2021**Dear **Spandana K S**

We are pleased to offer you a position with **TEACHNOOK** as a **Business Development Trainee**. We believe you will find this position to be challenging and rewarding.

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The following confirms our arrangements regarding your employment with **TEACHNOOK**:

Training Date: **21 January 2022 to 30 January 2022**OJT Start Date: **31 January 2022**OJT End Date: **30 July 2022**

Location of Training: Bangalore

Stipend: INR **15000** Per MonthIncentives : INR **10000**Target: **220000** INR per month.Pre Placement Offer : **6 + 3 LPA (Based on the performance)**

I have read and understood the terms and conditions and I accept this offer as set forth above with Teachnook and will report on or before **21 January 2022**.

SIGNATURE: _____

(Candidate's Signature)

DATE: _____

Training Policy

- By accepting this offer you agree to perform all responsibilities assigned to you with due care and diligence and in compliance with the management norms.
- You will be required to work on 9 hours shift and will be entitled to one day weekly off, which might change from time to time and shall be intimated to you in advance.
- During the training period you will not receive any of the employee benefits that regular employees receive & the company will have all the rights to terminate your services without offering any reason.
- At any time if you wish to discontinue the training due to personal reasons , you will have to pay a compensation equal to 1 month stipend or 1 month notice period.
- All the information acquired during the course shall be strictly confidential and you shall refrain from using it for your own purpose or from disclosing it to anyone outside of the Company.
- Upon conclusion of your tenure, you will immediately return to the Company all of its property, equipment and documents including electronically stored information.
- You will follow all policies and practices of our business.
- The Stipend you will receive will completely depend on your performance and your contribution to the company for the particular month.
- Post successful completion of the Training tenure, the candidate will be prone to performance based pre-placement offers by the company.

Please indicate your acceptance of this offer by signing below.

We at Teachnook extend a warm welcome to you and look forward to a mutually beneficial experience.

SIGNATURE: _____

(Candidate's Signature)

DATE: _____

ANNEXURE

As a part of the joining process, you are requested to bring the following documents on the day of joining.

Photocopies of

- SSLC (X Std) Marks Card / 12th Marks Card.
- Degree / Diploma/ Highest qualification certificate along with marks card (any semester).
- 2 passport size photographs.
- PAN Card, Voter ID or Driving Licence Scanned Copy.
- Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.
- **Negative RT-PCR Report is mandatory. It should not be older than 48 hours (Even if you are fully vaccinated).**

Please bring the original education certificates / mark sheets (10th or 12th).

NOTE:

{The document will remain with us for your entire training/employment period. Anytime you would wish to collect the submitted document back for any reason, you must replace it with another specified document (10th/12th/degree consolidated).}

SIGNATURE: _____

(Candidate's Signature)

DATE: _____

OL No: TN851**28 December 2021**

Dear Navya Shree

We are pleased to offer you a position with **TEACHNOOK** as a **Business Development Trainee**. We believe you will find this position to be challenging and rewarding.

On the day that you begin your employment with **TEACHNOOK** you will be asked to sign an employment agreement. This employment agreement, among other provisions, states that you will keep our business information and our client's business information confidential

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Stipend: INR **15000** Per MonthIncentives : INR **10000**Target: **220000** INR per month.Pre Placement Offer : **6 + 3 LPA (Based on the performance)**

I have read and understood the terms and conditions and I accept this offer as set forth above with Teachnook and will report on or before **21 January 2022**.

SIGNATURE: _____

(Candidate's Signature)

DATE: _____

Training Policy

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SIGNATURE: _____

(Candidate's Signature)

DATE: _____

OL No: TN852

28 December 2021

Dear **Akshay Kumar**

We are pleased to offer you a position with **TEACHNOOK** as a **Business Development Trainee**. We believe you will find this position to be challenging and rewarding.

On the day that you begin your employment with **TEACHNOOK** you will be asked to sign an employment agreement. This employment agreement, among other provisions, states that you will keep our business information and our client's business information confidential

The following confirms our arrangements regarding your employment with **TEACHNOOK**:

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Location of Training: Bangalore

Stipend: INR **15000** Per Month

Incentives : INR **10000**

Target: **220000** INR per month.

Pre Placement Offer : **6 + 3 LPA (Based on the performance)**

I have read and understood the terms and conditions and I accept this offer as set forth above with Teachnook and will report on or before **21 January 2022**.

SIGNATURE: _____

(Candidate's Signature)

DATE: _____

Training Policy

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Please indicate your acceptance of this offer by signing below.

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NOTE:

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SIGNATURE: _____

(Candidate's Signature)

DATE: _____

OL No: TN853**28 December 2021**Dear **Somsundar C S**

We are pleased to offer you a position with **TEACHNOOK** as a **Business Development Trainee**. We believe you will find this position to be challenging and rewarding.

On the day that you begin your employment with **TEACHNOOK** you will be asked to sign an employment agreement. This employment agreement, among other provisions, states that you will keep our business information and our client's business information confidential

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I have read and understood the terms and conditions and I accept this offer as set forth above with Teachnook and will report on or before **21 January 2022**.

SIGNATURE: _____

(Candidate's Signature)

DATE: _____

Training Policy

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DATE: _____

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SIGNATURE: _____

(Candidate's Signature)

DATE: _____

OL No: TN854**28 December 2021**Dear **Varshitha Hosagoudar Shekappa Hosagoudar**

We are pleased to offer you a position with **TEACHNOOK** as a **Business Development Trainee**. We believe you will find this position to be challenging and rewarding.

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SIGNATURE: _____

(Candidate's Signature)

DATE: _____

Training Policy

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SIGNATURE: _____

(Candidate's Signature)

DATE: _____

OL No: TN855**28 December 2021**Dear **Reena Richard**

We are pleased to offer you a position with **TEACHNOOK** as a **Business Development Trainee**. We believe you will find this position to be challenging and rewarding.

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SIGNATURE: _____

(Candidate's Signature)

DATE: _____

OL No: TN856**28 December 2021**Dear **Sonal Chondamma H S**

We are pleased to offer you a position with **TEACHNOOK** as a **Business Development Trainee**. We believe you will find this position to be challenging and rewarding.

On the day that you begin your employment with **TEACHNOOK** you will be asked to sign an employment agreement. This employment agreement, among other provisions, states that you will keep our business information and our client's business information confidential

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SIGNATURE: _____

(Candidate's Signature)

DATE: _____

OL No: TN857

28 December 2021

Dear **Kshama S Patel**

We are pleased to offer you a position with **TEACHNOOK** as a **Business Development Trainee**. We believe you will find this position to be challenging and rewarding.

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OJT Start Date: **31 January 2022**

OJT End Date: **30 July 2022**

Location of Training: Bangalore

Stipend: INR **15000** Per Month

Incentives : INR **10000**

Target: **220000** INR per month.

Pre Placement Offer : **6 + 3 LPA (Based on the performance)**

I have read and understood the terms and conditions and I accept this offer as set forth above with Teachnook and will report on or before **21 January 2022**.

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(Candidate's Signature)

DATE: _____

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SIGNATURE: _____

(Candidate's Signature)

DATE: _____

OL No: TN858**28 December 2021**Dear **Awnish Praveen Toppo**

We are pleased to offer you a position with **TEACHNOOK** as a **Business Development Trainee**. We believe you will find this position to be challenging and rewarding.

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Location of Training: Bangalore

Stipend: INR **15000** Per MonthIncentives : INR **10000**Target: **220000** INR per month.Pre Placement Offer : **6 + 3 LPA (Based on the performance)**

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SIGNATURE: _____

(Candidate's Signature)

DATE: _____

Date: 19th October '21

Letter of Intent

Dear **Deepthi H,**

Thank you for participating in our selection process. We are pleased to offer you the position of '**Management Trainee – Sales**' – **Mumbai Location** on the following terms and conditions:

1. Your compensation on a cost to company basis will be **Rs. 5,02,240** (Details of which you can find below).

Management Trainee - Sales		
Grade: EX3	Level: Senior Executive	Band: B1
Details of Remuneration		Annual Amount (Rs.)
Basic (Includes Employee PF Contribution)		1,80,000
HRA		72,000
Performance Allowance		42,480
Statutory Bonus		12,000
Other Allowance		165,520
Gross Salary		4,72,000
Employer's Contribution for PF		21,600
Gratuity (As per Act)		8,640
CTC		5,02,240

CTC of Rs.2,00,000/- during initial period of 3 months from Date of Joining and thereafter the abovementioned CTC will be applicable

- Performance Allowance is based on the achievement of your respective Goals will be paid on monthly basis.
 - Retention Bonus Rs.10,000 Post completion of 6 months & 15,000 post completion 12 months.
 - The notice period applicable to you would be **2 Month**.
2. This appointment will be subject to you being found medically fit.
 3. This appointment stands valid subject to your provided information about yourself, work ex, Marks & qualifications.
 4. **This appointment will be subject to submission of Passport Copy/ Passport Appointment Letter and NISM Certificates (Investment Advisor Level 1 and 2) on the date of joining.**


 REGISTRAR


5. This Company shall have the rights to terminate your service without notice and without assigning any reason thereof, if the information given by you at the time of interview or in the application form is found to be incorrect, or in case of any serious misconduct.
6. You will be required to produce your original certificates/ documents and submit photocopies of your Pan Card, Driving License, Medical Clearance Certificate, Mark sheets, Permanent Address Proof, Local Address Proof, work-ex certificate, last 3 months Salary Slip while collecting your appointment Letter.
7. Organization is also providing food facility at the office which includes breakfast and lunch on all working days. The total cost of the facility is Rs 2700 out of which Rs 1800 is paid by employee and Rs 1200 is paid by the employer. This is a mandatory benefit for all employees.
8. Kindly confirm your acceptance of this offer by signing and returning a copy of this letter by **20th October 2021**, henceforth, the offer will be forfeited.

We look forward to your joining our team for a long, successful and pleasant association.

Regards,

Gaurav Garg
Head - HR
CapitalVia Global Research Limited

Sanna
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Date: 19th October '21

Letter of Intent

Dear **K Helen Ruby,**

Thank you for participating in our selection process. We are pleased to offer you the position of '**Management Trainee – Sales**' – **Mumbai Location** on the following terms and conditions:

1. Your compensation on a cost to company basis will be **Rs. 5,02,240** (Details of which you can find below).

Management Trainee - Sales		
Grade: EX3	Level: Senior Executive	Band: B1
Details of Remuneration		Annual Amount (Rs.)
Basic (Includes Employee PF Contribution)		1,80,000
HRA		72,000
Performance Allowance		42,480
Statutory Bonus		12,000
Other Allowance		165,520
Gross Salary		4,72,000
Employer's Contribution for PF		21,600
Gratuity (As per Act)		8,640
CTC		5,02,240

CTC of Rs.2,00,000/- during initial period of 3 months from Date of Joining and thereafter the abovementioned CTC will be applicable

- Performance Allowance is based on the achievement of your respective Goals will be paid on monthly basis.
 - Retention Bonus Rs.10,000 Post completion of 6 months & 15,000 post completion 12 months.
 - The notice period applicable to you would be **2 Month**.
2. This appointment will be subject to you being found medically fit.
 3. This appointment stands valid subject to your provided information about yourself, work ex, Marks & qualifications.
 4. **This appointment will be subject to submission of Passport Copy/ Passport Appointment Letter and NISM Certificates (Investment Advisor Level 1 and 2) on the date of joining.**


 REGISTRAR


5. This Company shall have the rights to terminate your service without notice and without assigning any reason thereof, if the information given by you at the time of interview or in the application form is found to be incorrect, or in case of any serious misconduct.
6. You will be required to produce your original certificates/ documents and submit photocopies of your Pan Card, Driving License, Medical Clearance Certificate, Mark sheets, Permanent Address Proof, Local Address Proof, work-ex certificate, last 3 months Salary Slip while collecting your appointment Letter.
7. Organization is also providing food facility at the office which includes breakfast and lunch on all working days. The total cost of the facility is Rs 2700 out of which Rs 1800 is paid by employee and Rs 1200 is paid by the employer. This is a mandatory benefit for all employees.
8. Kindly confirm your acceptance of this offer by signing and returning a copy of this letter by **20th October 2021**, henceforth, the offer will be forfeited.

We look forward to your joining our team for a long, successful and pleasant association.

Regards,

Gaurav Garg
Head - HR
CapitalVia Global Research Limited

Sanna
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

January 19, 2022

Name: Mr. Vigneshwar R Ravichandran

Offer Of Employment

Dear Mr. Vigneshwar R Ravichandran,

Congratulations! We are pleased to offer you a position as **Executive Trainee** in Anand Rathi Group for our **Bangalore** office.

Your total Fixed Compensation will be ₹ **450000/-** (Rupees Four Lakhs Fifty Thousand Only) per annum. In addition to the fixed component you shall be eligible for Bonus/ Incentive as per the Company policy. A detailed employment letter will be issued upon joining.

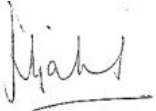
Please be advised that as agreed, your date of joining with us will be on or before 1st March 2022 as this offer expires on 3rd March 2022.

You will be on Probation period for Six Months from DOJ.

Please sign a duplicate copy of this letter as a token of acceptance of our offer at the terms mentioned above.

Regards,

For Anand Rathi Group



Authorized Signatory

I agree to accept above Offer and hereby signify my acceptance for the same.

SIGNATURE WITH DATE: _____

NAME: Mr. Vigneshwar R Ravichandran

January 19, 2022

Name: Ms. Vijaylaxmi

Offer Of Employment

Dear Ms. Vijaylaxmi,

Congratulations! We are pleased to offer you a position as **Executive Trainee** in Anand Rathi Group for our **Bangalore** office.

Your total Fixed Compensation will be ₹ **450000/-** (Rupees Four Lakhs Fifty Thousand Only) per annum. In addition to the fixed component you shall be eligible for Bonus/ Incentive as per the Company policy. A detailed employment letter will be issued upon joining.

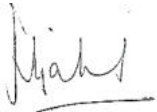
Please be advised that as agreed, your date of joining with us will be on or before 1st March 2022 as this offer expires on 3rd March 2022.

You will be on Probation period for Six Months from DOJ.

Please sign a duplicate copy of this letter as a token of acceptance of our offer at the terms mentioned above.

Regards,

For **Anand Rathi Group**



Authorized Signatory

I agree to accept above Offer and hereby signify my acceptance for the same.

SIGNATURE WITH DATE: _____

NAME: Ms. Vijaylaxmi

ANAND RATHI WEALTH LIMITED
(Formerly known as 'Anand Rathi Wealth Services Limited)
AMFI-Registered Mutual Fund Distributor
CIN No.: U67120MH1995PLC086696

Registered Office : Express Zone, A Wing, 10th Floor, Western Express Highway, Goregaon (East)
Mumbai – 400 063, Maharashtra Tel No.+91 22 62817000. www.rathi.com

Branch Office : 11th Floor, Times Tower, Kamala City, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013.



20th March 2022

Varun C
Garadi mane road, Ward no. 8,
Holalkere
Karnataka, 577526 India

Subject: Offer Letter

Dear **Varun C**,

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

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as “Company” hereafter) in the capacity of **Analyst**, Band **E2**. Your annual cost to company [CTC] will be **500,000** (detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter). Your Date of Joining will be **2nd May 2022**.

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

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

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

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



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(formerly Course5 Intelligence Private Limited)

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E-mail address: sales@course5i.com | Website: www.course5i.com | CIN: 722008712000P00303971



Annexure I

Terms and Conditions of Employment

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

- 1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the “Company”) and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.
- 2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
 - a) five (05) Paternity leaves,
 - b) 26 weeks (26) Maternity leave,
 - c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only),The company also provides public holidays, announced at the beginning of every year based on the Company’s leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.
- 3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:
 - 1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee’s association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee’s obligation towards the Company.
 - 2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee’s engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct his/its purchase of the Company’s products and/or services to himself or any person in competition in business of the Company.



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- 3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor 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 person who is a competitor of the Company.
- 4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's Services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.
- a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.
- b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive



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

- c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.
 - d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.
 - e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.
- 5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.
- 6) **Law of the Contract:** This offer should be interpreted according to the laws of India.
- 7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
- 2 passport size photographs.
 - Photo copies of all Educational Qualification certificates.
 - Photo copies of any other Professional Courses Certificates.
 - 2 copies of Photo identity (pan card)



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

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

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **Varun C** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____



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Annexure –II

Breakup of Cost to Company [CTC]

Name: Varun C

Designation: Analyst

1	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	16,667	200,000
2	House Rent Allowance	6,667	80,000
3	Transport Allowance	1,600	19,200
4	Special Allowance (<i>Basket of Reimbursements</i>)	11,460	137,520
5	Statutory Bonus	1,388	16,660
A	Total Base salary (1+2+3+4+5)	37,782	453,380
6	PF(Company's Contribution)	2,000	24,000
7	Gratuity	802	9,620
8	Group MediClaim Insurance (<i>Self & dependants</i>)	1,083	13,000
B	Gross Cost To Company (A+6+7+8)	41,667	500,000
9	Performance Bonus	-	-
C	Total Cost To Company (A+B)	-	500,000

Notes:

- a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 3 Lakhs** is featuring in the annual CTC break-up basis plan selected
- b. **Group Accident Cover [GPA]** – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above”.
- c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
- d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
- e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
- f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
- g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
- h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.



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20th March 2022

Abison Raju
Anaparakel house, varikoly
p.o ,Ernakulam,
Kerala, 682308 India

Subject: Offer Letter

Dear **Abison Raju**,

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

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as “Company” hereafter) in the capacity of **Analyst**, Band **E2**. Your annual cost to company [CTC] will be **500,000** (detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter). Your Date of Joining will be **2nd May 2022**.

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

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

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

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



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Annexure I

Terms and Conditions of Employment

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

- 1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the “Company”) and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.
- 2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
 - a) five (05) Paternity leaves,
 - b) 26 weeks (26) Maternity leave,
 - c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only),The company also provides public holidays, announced at the beginning of every year based on the Company’s leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.
- 3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:
 - 1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee’s association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee’s obligation towards the Company.
 - 2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee’s engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct his/its purchase of the Company’s products and/or services to himself or any person in competition in business of the Company.



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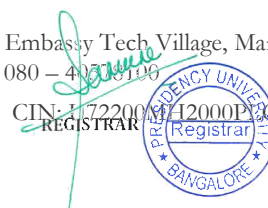
- 3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease 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 person who is a competitor of the Company.
- 4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's Services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.
- a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.
- b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive



Course5 Intelligence Limited
(formerly Course5 Intelligence Private Limited)

Registered address: Bldg. 2A, Aster - East Tower Lower Ground Floor, Embassy Tech Village, Marathalli, Sarjapur Outer ring road, Devarabeesanahalli, Bengaluru – 560103, Tel: 080 – 40583100

E-mail address: sales@course5i.com | Website: www.course5i.com | CIN: 7722003712000P000303971



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

- c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.
- d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.
- e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.
- 5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.
- 6) **Law of the Contract:** This offer should be interpreted according to the laws of India.
- 7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
- 2 passport size photographs.
 - Photo copies of all Educational Qualification certificates.
 - Photo copies of any other Professional Courses Certificates.
 - 2 copies of Photo identity (pan card)



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

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

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **Abison Raju** hereby understand and agree to the terms outlined in this letter of contract. Date: _____

Signed: _____



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Annexure –II

Breakup of Cost to Company [CTC]

Name: Abison Raju
Designation: Analyst

1	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	16,667	200,000
2	House Rent Allowance	6,667	80,000
3	Transport Allowance	1,600	19,200
4	Special Allowance (<i>Basket of Reimbursements</i>)	11,460	137,520
5	Statutory Bonus	1,388	16,660
A	Total Base salary (1+2+3+4+5)	37,782	453,380
6	PF(Company's Contribution)	2,000	24,000
7	Gratuity	802	9,620
8	Group MediClaim Insurance (<i>Self & dependants</i>)	1,083	13,000
B	Gross Cost To Company (A+6+7+8)	41,667	500,000
9	Performance Bonus	-	-
C	Total Cost To Company (A+B)	-	500,000

Notes:

- a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 3 Lakhs** is featuring in the annual CTC break-up basis plan selected
- b. **Group Accident Cover [GPA]** – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above”.
- c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
- d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
- e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
- f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
- g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
- h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.



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STRICTLY PRIVATE AND CONFIDENTIAL

Ref: INSOFE / HR / 439/ 2022

Date: 1st January 2022

To

Ms.. Ravitha Pinto
Bangalore,

With reference to your subsequent interviews with us we would like to formally offer you the position of Executive- Student Enrolments.

Terms & Conditions:

1. Your CTC per annum will be INR 4,00,000 per annum as per Annexure – A
2. Your individual remuneration is solely a matter between yourself and the organization. It has been arrived at on the basis of your specific background and academic merit. You must maintain this information and any changes therein as completely personal and confidential.
3. INSOFE offers conditional employment for the position of Executive- Student Enrolments. You will be put on 7 days intense training period from the date of commencement of services, which may further be extended at the discretion of the manager. At the end of the training period, depending upon your conduct, commitment, performance at work manager's assessment, INSOFE will confirm your employment in writing, it's decision will be the final and binding. Unless so confirmed in writing, you will not be considered as an employee of INSOFE hence shall enjoy no benefits given to employees.
4. INSOFE believes that employees can be retained only through high quality of work and compensation. Hence, we do not ask the employees to execute any bond or bank guarantees.
5. You will be currently based at Bangalore but are liable to be transferred to any other location in India or abroad as per business exigencies.
6. You will perform, observe, and conform to such duties, directions, and instructions assigned or communicated to you by the organization and those in authority over you.
7. The organization shall be at liberty to terminate your services by giving two-month prior notice in writing or by paying an amount equal to two month's salary in lieu thereof. You are also at liberty to terminate your services by giving two months prior notice in writing or by paying an amount equivalent to two months' pay to the organization in lieu thereof as per company policies.

INSOFE Education Pvt. Ltd.

Hyderabad: 2nd Floor, Jyothi Imperial, Vamsiram Builders, Janardana Hills, Gachibowli, Hyderabad - 500032

Bengaluru: Floors 1- 3, L77, 15th Cross Rd, Sector 6, HSR Layout, Bengaluru - 560102

Mumbai: 4th floor - A Wing, Spaces - Kanakia Wall Street, Andheri - Kurla Road, Chakala, Andheri East, Mumbai - 400093

www.insofe.edu.in contactus@insofe.edu.in

Sanne
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PRESIDENCY UNIVERSITY
BANGALORE

8. We expect you will conduct yourself soberly and temperately while on the work premises and show proper respect and civility to all concerned and shall use your best endeavour to promote the interest of the organization and to maintain and promote good reputation thereof.

9. You shall abide by the rules and regulations of the organization that are in force from time to time during the period of your employment with the organization and these will be deemed to form an integral part of the contract of employment.

10. Your joining date will be on or before **14-Feb-2022**. You will be on probation for a period of 6 (six) months from the end date of your training period, if completed successfully.

This offer is valid till **9-Jan-2022**. Please send us your acceptance before then.

We take pleasure in welcoming you to our organization and sincerely hope that your period of employment with us will be long, pleasant and mutually beneficial.

Sincerely,




Nitika Bist
Head-Human Resources

INSOFE Education Pvt. Ltd.

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ANNEXURE A

INSOFE EDUCATION PVT. LTD.		
Salary Structure		
Name: Ravitha Pinto		
Designation: Executive-Enrolments		
Department: Business Development		
Earnings	Monthly CTC (In INR.)	Annual CTC (In INR.)
Basic Salary	13,333	1,60,000
House Rent Allowance	5,333	64,000
Flexi Pay/Other Reimbursement & Allowances (Optional)		
LTA	4,167	50,000
Children Education Allowance	200	2,400
Meal/Food Coupon	2,200	26,400
Vehicle Reimbursement (1,800 or 2,400)	1,800	21,600
Special Allowances	4,700	56,400
Statutory/Retirement Benefits		
Provident Fund (Employer Contribution)	1,600	19,200
Total Fixed Pay (TFP)	33,333	4,00,000
Total Incentives*	0*	0*
TOTAL COST TO COMPANY(TCC)	33,333	4,00,000

- You may choose any or all the optional tax saving instruments that are part of Flexi Pay/Other Reimbursement & Allowances. Balance amount that is not claimed will be paid as taxable amount on monthly basis after withholding taxes.
- *Incentives: Maximum amount based on 100% performance; however, the actual pay out shall be based on individual performance against set targets and performance of the organization. Incentives will be paid as per the existing policy.
- During your employment you will be eligible to be covered under the Employee Benefit Program - Group Health Insurance for a sum insured of Rs. 3,00,000/-

Sincerely,




Nitika Bist
Head-Human Resources

INSOFE Education Pvt. Ltd.

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Offer / Appointment Letter

Dear Aishwarya Aradhya,

With reference to your application and the subsequent interview you had with us, we are pleased to offer you an employment offer with SkillVertex Edutech for the position of **Business Development Associate** in our organization. This offer takes effect from your date of joining which shall be on **10th March 2022**.

1. Compensation

We confirm offering annual compensation of INR 7,00,000 (Seven Lakh only) comprising of fixed component of INR 4,00,000 (Four Lakh only), variable component of INR 3,00,000 (Three Lakh only) .

2. Probation Period

You will be on probation for 70 Days during which your performance will be reviewed, however you are expected to clear the On-the-Job Training (OJT) in 10 days (UNPAID). Your employment is terminable by giving (48 Hours) notice during the probation period & (30 days) post confirmation. Either party is not bound to give any reason thereof. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 fixed + INR 10,000 incentives).

a.) Commencement/Validity of Employment

Your employment will be effective, as of 10th March 2022. This offer of appointment is valid until 5th March 2022 for acceptance. If we do not hear from you by 5th March 2022 i.e. the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn.

b.) Immediate Posting and Future Transfer

You will report to the designated manager, based out of the Bengaluru office location. It may, however, be noted that you may be posted at/ transferred to any other establishment of the company, at the sole discretion of the management. Such an establishment may be outside the city or state of your immediate or


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subsequent posting/s and could be at any office, existing or new. Save as may be provided for, you shall not be entitled to any monetary benefit or compensation solely by virtue of such transfer.

3. Salary

Your salary and other benefits will be as set out in Schedule 1, hereto. Your salary will be paid monthly as direct deposit to your Bank account (in arrears with next month's salary, if you are joining post 20th of a month). The structure of your compensation plan may be altered / changed from time to time in line with the Compensation policy and practices of the Organization.

4. Notice for Resignation / Termination of Employment 4.1. During the probation period your services can be terminated with 48 Hours' notice on either side or payment in lieu thereof and without any reasons whatsoever. If your services are found satisfactory during the probation period, you will be confirmed in the present position and thereafter your services can be terminated on 30 Days' notice on either side or Basic salary as payment in lieu thereof.

4.2. For any act/acts of misconduct or acts of omission or commission or negligence, during the probation period or after confirmation, your services are liable to be terminated immediately. The Company may at its sole discretion hold domestic inquiry to inquire into

the act/acts of misconduct or acts of omission or commission or negligence alleged against you. You could be liable for suspension pending inquiry or final orders. You will, however, be entitled to salary for the period of suspension if the charges are not proved against you.

4.3. On the termination of your employment for whatever reason, you will return to the Company all property; documents and paper, both original and copies thereof, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like; and Confidential Information, in your possession or under your control relating to your employment or to clients' business affairs.

4.4. In the unlikely event of cessation of employment due to any reason whatsoever within twelve months from the date of joining, the notice pay buyout assistance if any provided by the company at the time of joining along with the applicable tax, would be recovered from the employee at the time of full and final settlement.

4.5. If the Company bears any relocation expense at the time of your appointment and/or transfer and you leave the Company within 12 (Twelve) months of such relocation; the Company shall be entitled to retain the relocation charges from your full and final settlement.

5. Timings

You will observe the timings prevalent in the establishment or establishments where your services are made use of. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. You are expected to work not less than 48 hours each week and daily basis the goals completion for the day.

6. Background Verification Check

Your probationary appointment, confirmation as well as continued employment in the services of the company are subject to clearance of background verification check done by the company.

7. Retirement

You will retire from the services of the company on attaining the age of 58 years.

8. Discipline

It is an express condition of services that you shall wholly devote your time to the company's business. Attending to or pursuing in any other way, during the office hours, any personal or private business unconnected with your employment in this company or engaging in

any part time business, allied, connected or incidental to the company's business is strictly forbidden.

8.1 Occupation in any part time service of a remunerative character requires the prior consent of the management. Pursuit of any vocation of this nature detrimental to the efficient discharge of your duties shall be considered inconsistent with the terms of your tenure in this company.

8.2 All formal academic pursuits like attendance at colleges, courses, etc. shall require the prior consent of the Management. The Management will treat any

breach of this condition as misconduct liable to disciplinary action which may include dismissal.

8.3 You shall be governed by and shall be subject to the code of conduct and such other rules, regulations and guidelines applicable to your category of employees and as prevailing at the time of your joining or as subsequently modified or amended or replaced and in force from time to time.

8.4 You will not borrow or accept any money, gifts, reward or compensation for your personal gains from or otherwise place yourself under monetary obligation to any person/client with whom you may be having official dealings.

9. Company Property

You will always maintain in good condition Company property, which may be entrusted to you for official use during the course of your employment and shall return all such

property to the Company prior to relinquishment of your charge, failing which the cost of the same will be recovered from you by the Company.

10. Code of Conduct and Ethics

You are to adhere strictly to the following Company Code of Conduct & Ethics:

Investments - Employees are prohibited from investing in any of the Company's clients, suppliers or competitors unless the securities are publicly traded and the investments are available on the same terms as available to the general public. This prohibition applies to all forms of investments and to all employees, directors, officers and agents of the Company and their immediate families. In general, employees should not have any financial interest in a client, supplier or competitor that could cause divided loyalty or give the appearance of divided loyalty.

10.1 Engaging in private trade or alternate/ outside employment - All fulltime employees, shall not engage directly or indirectly in any trade/business or undertake any other employment or consultancy or undertake such trade/business/consultancy on behalf of anyone else, either with/without remuneration, during the course of his/her employment with the Company, except with the written permission of the management. Also, such private trade and/or alternative employment should not adversely affect performance and conflict with the business interest of the Company (this would include working

for a competitor). In cases of conflict with any outside employment activity, the employee's obligations to the Company must be given priority. In general, private trade and/or alternative employment is not allowed when:

It prevents an employee from fully performing work for which he/ she is employed with the Company.

It prevents an employee for engaging in overtime assignments (if applicable).

It involves companies that are doing or seeking to do business with the Company, including actual or potential vendors or customers.

It violates provisions of law or the Company's policies and procedures

10.2 Ethical standards - The Management expects all employees to exercise the highest degree of professional business ethics in all actions they undertake on behalf of the Company. Employees should observe all laws and regulations governing business transactions and engage in fair competitive actions. Employees are prohibited from using, directly or indirectly, corporate funds and assets for any unlawful purpose or to accomplish any unlawful goal. The Company also prohibits the establishment or maintenance of undisclosed or unrecorded funds and assets. All reporting of information should be timely and accurate. Employees should not make any false or misleading entries in any book or record. Employees should use Company funds only for legitimate and ethical purposes.

10.3 You shall at all times conduct yourself soberly and temperally while on the work premises and show proper respect and civility to all concerned and shall use your best endeavour to promote the interests of the Company and to maintain and promote good reputation thereof.

10.4 You shall abide by the rules and regulations of the Company that are in force from time to time and during the period of your employment with the Company and these will be deemed to form an integral part of this Agreement. The Company shall have the right to add, amend and modify any or all of the above terms and conditions of service which shall be binding on you.

10.4 You shall not, during the continuance of your employment with the company, or at any time thereafter, disclose to any individual, firm, company, or body corporate, or authority any information or knowledge with regard to

the business, dealings, activities, trade secrets, transactions or affairs ("Proprietary and Confidential Information") of the Company or its associated or subsidiary companies, except as, may be required in connection with your employment hereunder or as may be consented to by the Company in writing. The term "Proprietary and Confidential Information" shall without limitation include any Know How, formulae, any technical, financial, statistical, marketing, designs, product information or any other data or information of the Company whether expressly designated as confidential or not.

10.5 You shall not, after the termination of your employment with the Company, use in any manner whatsoever on behalf of yourself or any other individual, firm, company or body corporate, your knowledge of or influence over or contact with any of the customers, suppliers or contractors of the Company, or its associated or subsidiary companies or utilize any information which may have been obtained by you during the course of your employment with the Company.

10.6 All works executed by you in the course of discharging your assigned duties and the intellectual properties subsisting therein, shall remain property of the Company and the same shall constitute "works made for hire".

11 Data Privacy

11.2 By signing this letter, you consent to the Company holding and processing information about you for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data or information as prescribed by the governing statute as applicable.

11.3 You acknowledge that any information that is freely available or accessible in public domain or furnished under the Right to Information Act, 2005 or any other law for the time being in force shall not be regarded as sensitive personal data or information for the purposes of those rules.

11.4 You consent to the transfer of such personal information to other offices the Company may have or to other third parties, whether or not outside the Union of


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India, for administration purposes and other purposes in connection with your appointment, where it is necessary or desirable for the Company to do so.

12. Indemnity

You agree to indemnify and hold the Company harmless from all losses, liabilities,

claims and damages (including the lawyer's fee) which may arise as a result of any unauthorized act by you or any act caused by you being in contravention of your employment contract.

13. Severability, integration and No Modification Clause

13.1 Severability – In the event that any provision of your employment Agreement should be held to be void, voidable, and unlawful or for any reason unenforceable, the remaining portions of this Agreement shall remain in full force and effect.

14. No Modification – No modification, amendment, or waiver of any of the provisions contained in this Agreement, or any future representation, promise, or connection with the subject matter of this Agreement, shall be binding upon any party hereto unless made in writing and signed by such party or by a duly authorized officer agent of such party.

15. Notices

Notices may be given by you to the Company at its registered office address. Notices may be given by the Company to you at the address intimated by you in the official records.

16. Applicability of Company Policy

The Company shall be entitled to make policy declarations from time to time pertaining to matters like leave entitlement, maternity leave, employees' benefits, working hours, transfer policies etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on you and shall override this Agreement to that extent.



17. Governing Law/Jurisdiction

Your employment with the Company is subject to Indian laws. All disputes shall be subject to the Karnataka Government only.

18. Rules & Regulations

You will abide by the rules and regulations of the Company as may be in force from time to time and if any violation made would be subjected to the Disciplinary action. If the above terms and conditions are acceptable to you, you may please endorse your acceptance in the format enclosed.

We welcome you to our organization and look forward to your contribution to the growth of the organization and yourself.

A wonderful experience awaits you here, that's a promise!

Yours truly

For, Upskilling Edutech Pvt Ltd.



Dedicated Period of Service.

The company is committed to investing its resources in a training and development of its employees. As such, the company has a reasonable expectation that you will apply the knowledge and skills attained at Training on the job to maximize the positive impact of the learnt skills in your assigned key results. Considering the significant investment that the training represents, the company will deduct the training costs component from your final settlement to ensure that you will not defect to another employer before the cost of the training is amortized. The total cost of training each employee is determined to be Rs. 25000 (Rupees Twenty-Five Thousand only). By signing this Agreement, you agree to remain an employee of the company for a period of 1 (one) year (“Dedicated Period of Service”).

During this ‘Dedicated Period of Service’ if you are terminated on grounds of misconduct, fraud or repeated poor performance or if you voluntarily leave the company, the company shall deduct costs incurred for your training not exceeding Rs. 25000 (Rupees Twenty-Five Thousand only). If you separate between 0-3 months - entire Training cost shall be retained, between 4-6 months - 50% of training cost shall be retained and 6-12 months 25% of training cost shall be retained.

ACCEPTANCE LETTER

Acceptance of the candidate:

I have read and understood the above terms and conditions and I accept this offer, as set forth above with SkillVertex Edutech, and will report on or before 10/03/2022.

NAME: _____

DATE: _____

(Candidate's Signature)

With Regards,

VP – Human Resource
SkillVertex Edutech

SI. NO.	Particulars
1.	Professional / Educational Certificates • Graduation Certificate Other relevant educational certifications
2.	Colour Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.



OUTLEAP TECHNOLOGIES PRIVATE LIMITED

CIN No: U72501KA2019FTC130352

+91 80 42061247

<https://leapfinance.com>

<https://leapscholar.com>

Date: 07 January 2022

Dear Rakshith Kumar P,

Outleap Technologies Private Limited is pleased to offer you herewith employment in the capacity of **Inside Sales Executive**. You will be based in **Bangalore**.

The broad terms of your employment are as follows:

1. Your employment with the Company shall be subject to a probationary period of 90 Days which shall commence from the date of your joining the Company. The Company may choose to extend such probationary period to the extent it deems fit. Upon successful completion of your probationary period, the Company shall confirm your employment. During the course of the probationary period, either party may choose to end this agreement by giving a notice of 15 days.
2. Your annual cost-to-company (CTC) will be **₹5,00,000** (Rupees Five Lakh Only) (break-up given in Annexure - 1). This comprises of a fixed CTC of **₹4,00,000** (Rupees Four Lakh Only) and a Variable pay of **₹1,00,000** (Rupees One Lakh Only) is a performance-linked bonus that is payable as monthly incentives based on your performance and company's performance. The Annual CTC is inclusive of the applicable statutory benefits, if any, and tax to be deducted at source. You may also be required to reimburse to the Company, any fringe benefits tax paid or payable by the Company for any direct or indirect benefits extended to you by the Company or its affiliates, as the case may be.
3. Variable pay is a performance linked bonus which is payable based on the prevalent market standard and market conditions, current Company policies and performance, your performance and such other criteria as may be decided by the Company from time to time in its sole discretion.
4. During your employment with the Company, you may learn trade secrets or confidential information which relates to the Company or any persons/legal entity related to the Company. Unless you are required to do so in the proper performance of your duties, you must not (a) divulge or communicate to any person; (b) use for your purposes or any purposes other than those of the Company or, as appropriate, any of its clients; (c) cause any unauthorized disclosure, through any failure to exercise due care and attention, of; (d) any trade secrets or confidential information relating to the Company or any of its or their clients. You must at all times use your best endeavors to prevent publication or disclosure of any trade secrets or confidential information; (e) act as a consultant or employee either part-time or full-time (with or without remuneration) with any other organization; (f) speak to the press or any representatives of the media without prior authorization. Confidential information includes but is not limited to lists of clients, suppliers, financial information including pricing



information, administration and information systems, information about unique products and services and information relating to the business strategy of the Company. If you are unsure about the confidential nature of specific information, you must seek your manager's advice and clarification. You will be subject to disciplinary action up to and including summary dismissal for any unauthorized disclosure of confidential information belonging to or related to the Company. By agreeing to the terms of this Offer letter, you agree to the confidentiality obligation.

5. You will promptly on demand or in any event upon when you cease to be an employee of the Company, return all confidential information including but not limited to documents, records, computer disks or other property in your possession or under your control belonging to the Company or the clients thereof and you will not retain any copies thereafter.

6. At the Company's sole discretion, you shall be required to sign such documents and agreements as may be provided by the Company from time to time, with respect to your employment with the Company.

7. The Company may, at its sole discretion, second, depute, assign and transfer you to any other office of Company in India or overseas or any affiliates of the Company or to any third parties. You hereby consent to any such secondment, deputation, assignment and transfer by the Company of your employment including to third parties.

8. Any Intellectual Property Rights, as well as any portion thereof developed by you during your employment with the Company, shall be the sole property of the Company from date of creation thereof and you hereby assign to the Company worldwide rights in respect of such intellectual property free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. For the purposes of this Clause, "Intellectual Property Rights" means any and all existing and future intellectual or industrial property rights (whether registered or unregistered) including, without prejudice to the generality of the foregoing, all existing and future patents, copyrights, design rights, database rights, trade marks, internet rights/domain names, know-how, confidential information and any and all applications for any of the foregoing and any and all rights to apply for any of the foregoing.

9. During your employment with the Company, you may either alone or in conjunction with others, generate or assist in the generation of documents, materials, designs, drawings, processes, formulae, computer coding, methodologies, confidential information and other works which relate to the business of the Company or which are capable of being used or adapted for use therein or in connection therewith ("Works") and you agree that in respect of any such Works and all Intellectual Property Rights in relation thereto, you are obliged to further the interests of the Company. Both the Works and the related Intellectual Property Rights will belong to and be the absolute property of the Company or any other person the Company may nominate. You must immediately disclose to the Company all Works and all related Intellectual Property Rights. You are required to assist the Company and fully cooperate with it in every way to enforce the Company's right to execute whatever documentation is required to provide the Company with full ownership thereof.

10. The Company's rules, regulations, and directions relating to employees which are now or may hereafter be in force, will apply to you and will be strictly complied with by you. You should, therefore, acquaint yourself with all Company rules and policies which are applicable to you. In particular, the Company attaches great importance to security, compliance and fair dealing procedures. You may be asked to disclose information as deemed necessary to comply with local regulatory requirements arising from the Company's business activities (including records relating to investments held by you and your connected persons), or which are otherwise consistent with market best practices of the Company. A breach of the



terms of this offer letter or Employee Handbook or local compliance rules is a disciplinary offence that may justify summary dismissal. Also, you shall at all times be conversant with and comply with any rules and regulations applicable to your specific area of work, such as (where applicable) the local Rules, Regulations, and By-Laws. Violation of any of these rules, regulations or provisions may result in the immediate termination of your employment.

11. Termination:

(a) Lock In - Employee would have to complete 1 year of employment with the company and in case he fails to do so, is liable to refund sign-on bonus, any cash bonuses and ESOPs awarded during the employment period.

(b) Termination with Notice: Subject to the terms of the Employment and post successful completion of your probationary period, the Company or you may terminate your employment by giving **1 month** notice in writing. The Company may choose to terminate your employment immediately or by a period of notice shorter than the stipulated notice period by making a payment to you equal to your salary for all or part of the notice period in lieu of that notice. If the Company or you have given notice of the termination of your employment, the Company may direct you not to perform any of your duties, to remain away from the Company's premises and not to contact clients or other employees of the Company for all or part of the notice period. During this time you will remain employed by the Company and therefore remain subject to your conditions of employment and you will continue to receive your salary and contractual benefits during the notice period;

(c) Termination without Notice: The Company may terminate your employment immediately and without notice or payment in the event that:

- (i) you are guilty of serious misconduct;
- (ii) you are guilty of a serious breach of the employment rules as set out in the Employee Handbook;
- (iii) you breach any fundamental term or condition of your employment.
- (iv) you intentionally disobey a lawful and reasonable direction of the Company;
- (v) you conduct yourself in a way which, in the Company's reasonable opinion, may bring any member of the Company into disrepute;
- (vi) you are convicted of a serious criminal offence or a criminal offence which, in the Company's opinion, compromises your ability to perform your duties;
- (vii) the results of any background checks or searches conducted by the Company are deemed unsatisfactory to it in its absolute discretion;

(d) Consequences of Termination of your Employment: If your employment is terminated for any reason:

- (i) before you leave the Company, you must return to us all of the Company's property and confidential information, and you must not retain any copies, extracts or reproductions of all or any part of that property or confidential information;
- (ii) you will continue to be bound by your employment obligations to the Company relating to the Company's confidential information and Intellectual Property (as defined in this offer letter);
- (iii) you must not make any statements (whether orally or in writing) or do anything which might damage the reputation of the Company or interfere with the Company's relationships with its clients and customers;

12. You hereby agree and undertake that at no time during the term of your employment with the Company and for period of 24 months following the termination date, you shall not directly or indirectly, either as in individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer or shareholder (or in a similar capacity or function):

(a) seek, canvas, solicit or accept from any person who was a client or potential client of the Company, any services or business of the type offered by the Company.

(b) seek to directly or indirectly, disclose to any person, firm or corporation the names or addresses of any of the customers or clients of the Company or any other information pertaining to them. Neither shall you call on, solicit, take away, or attempt to call on, solicit, or take away any customer of the Company on whom you have called or with whom you became acquainted during the term of your employment, as the direct or indirect result of your employment with the Company;

(c) seek to employ, solicit or entice away from the Company, any employee or worker or independent contractor associated with the company, in any services capacity and was a person with whom you dealt with in the course of your duties.

13. This employment offer letter shall be governed and construed in accordance with the laws of India in relation to any legal action or proceedings to enforce this letter. The parties irrevocably submit to the exclusive jurisdiction of any competent courts situated at Mumbai and waive any objection to such proceedings on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

14. If any paragraph, sub-paragraph, or provision of this letter, or the application of such paragraph, sub-paragraph, or provision, is held invalid or excessively broad by a court of competent jurisdiction, the remainder of this letter, and the application of such paragraph, sub-paragraph, or provision to persons, or circumstances other than those with respect to which it is held invalid shall not be affected.

15. By signing this offer letter, you acknowledge and agree the following:

(a) the Company is permitted to hold personal information about you as part of its personnel and other business records and that the Company may use such information in the course of the Company's business. Please note that this may include transfer and storage of your personal information at offshore data storage facilities

(b) the Company may disclose information about you to other companies or third parties (including cross-border transfers) if the Company considers that to do so is required for the proper conduct of the Company's business or that of any of its associates. This clause applies to information held, used or disclosed in any medium.

16. All other terms and conditions of your employment, including the code of conduct, will be in accordance with the Employee Handbook (which will be provided at the time of joining).





OUTLEAP TECHNOLOGIES PRIVATE LIMITED

CIN No: U72501KA2019FTC130352

+91 80 42061247

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**Annexure 1
Compensation Structure**

Name: Rakshith Kumar P

Designation: Inside Sales Executive

Particulars	Month	Year
Fixed CTC	₹33,333	₹4,00,000
(-) Employer PF	₹ 1,950	₹ 23,400
Gross	₹31,383	₹3,76,596
Basic salary	₹16,667	₹2,00,000
HRA	₹8,333	₹1,00,000
Conveyance	₹ 1,600	₹ 19,200
Medical Allowance	₹ 1,250	₹ 15,000
Special Allowance	₹3,533	₹42,400
(-) PT	₹ 200	₹ 2,400
(-) PF	₹ 1,800	₹ 21,600
Net Payable	₹29,383	
Variable Pay		
Performance Bonus		₹1,00,000
Total CTC (Fixed + Variable)		₹5,00,000

Tax to be deducted at source as per Income Tax Norms

***Variable pay of ₹1,00,000 (Rupees One Lakh Only) is a performance-linked bonus that is payable as monthly incentives based on your performance and company's performance.**

OTHER BENEFITS

Employees will be eligible for Medical Insurance Benefits as per the terms and conditions of the Company notified from time to time.



ANNEXURE 2

Documents Checklist

- PAN Card Copy
- Aadhar Card Copy
- Educational Certificates (10th, 12th, Graduation, Post- Graduation (if any))
- Last 3 months salary slips
- Relieving letter from the last 2 organizations
- 2 Passport Size Photos - Softcopy
- Cancelled cheque leaf (containing Your name as per Bank, Bank Account Number, Name of the Bank, IFSC Code, Branch Name)

As a token of your acceptance of our offer along with the terms and conditions of this letter, please e-sign in the space provided below and return the same to us within two days from the date of this letter. Our offer shall automatically lapse unless you confirm your acceptance of it and return a copy to us within the prescribed time.

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 attorneys and accountants, for seeking their advice) without our prior written consent.

Warm Regards,

Kaushal Pawar

Kaushal Pawar
Director, People & Culture
Outleap Technologies Pvt Ltd

CANDIDATE ACCEPTANCE

I, Rakshith Kumar P hereby accept the terms and conditions of this offer for employment with OutLeap Technologies Private Limited. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer. I would be able to join on 17 February 2022.

Sign:

Date:





OUTLEAP TECHNOLOGIES PRIVATE LIMITED

CIN No: U72501KA2019FTC130352

+91 80 42061247

<https://leapfinance.com>

<https://leapscholar.com>

Date: 07 January 2022

Dear Chaitanya Shri Eashwari,

Outleap Technologies Private Limited is pleased to offer you herewith employment in the capacity of **Inside Sales Executive**. You will be based in **Bangalore**.

The broad terms of your employment are as follows:

1. Your employment with the Company shall be subject to a probationary period of 90 Days which shall commence from the date of your joining the Company. The Company may choose to extend such probationary period to the extent it deems fit. Upon successful completion of your probationary period, the Company shall confirm your employment. During the course of the probationary period, either party may choose to end this agreement by giving a notice of 15 days.
2. Your annual cost-to-company (CTC) will be **₹5,00,000** (Rupees Five Lakh Only) (break-up given in Annexure - 1). This comprises of a fixed CTC of **₹4,00,000** (Rupees Four Lakh Only) and Variable pay of **₹1,00,000** (Rupees One Lakh Only) is a performance-linked bonus that is payable as monthly incentives based on your performance and company's performance. The Annual CTC is inclusive of the applicable statutory benefits, if any, and tax to be deducted at source. You may also be required to reimburse to the Company, any fringe benefits tax paid or payable by the Company for any direct or indirect benefits extended to you by the Company or its affiliates, as the case may be.
3. Variable pay is a performance linked bonus which is payable based on the prevalent market standard and market conditions, current Company policies and performance, your performance and such other criteria as may be decided by the Company from time to time in its sole discretion.
4. During your employment with the Company, you may learn trade secrets or confidential information which relates to the Company or any persons/legal entity related to the Company. Unless you are required to do so in the proper performance of your duties, you must not (a) divulge or communicate to any person; (b) use for your purposes or any purposes other than those of the Company or, as appropriate, any of its clients; (c) cause any unauthorized disclosure, through any failure to exercise due care and attention, of; (d) any trade secrets or confidential information relating to the Company or any of its or their clients. You must at all times use your best endeavors to prevent publication or disclosure of any trade secrets or confidential information; (e) act as a consultant or employee either part-time or full-time (with or without remuneration) with any other organization; (f) speak to the press or any representatives of the media without prior authorization. Confidential information includes but is not limited to lists of clients, suppliers, financial information including pricing



information, administration and information systems, information about unique products and services and information relating to the business strategy of the Company. If you are unsure about the confidential nature of specific information, you must seek your manager's advice and clarification. You will be subject to disciplinary action up to and including summary dismissal for any unauthorized disclosure of confidential information belonging to or related to the Company. By agreeing to the terms of this Offer letter, you agree to the confidentiality obligation.

5. You will promptly on demand or in any event upon when you cease to be an employee of the Company, return all confidential information including but not limited to documents, records, computer disks or other property in your possession or under your control belonging to the Company or the clients thereof and you will not retain any copies thereafter.

6. At the Company's sole discretion, you shall be required to sign such documents and agreements as may be provided by the Company from time to time, with respect to your employment with the Company.

7. The Company may, at its sole discretion, second, depute, assign and transfer you to any other office of Company in India or overseas or any affiliates of the Company or to any third parties. You hereby consent to any such secondment, deputation, assignment and transfer by the Company of your employment including to third parties.

8. Any Intellectual Property Rights, as well as any portion thereof developed by you during your employment with the Company, shall be the sole property of the Company from date of creation thereof and you hereby assign to the Company worldwide rights in respect of such intellectual property free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. For the purposes of this Clause, "Intellectual Property Rights" means any and all existing and future intellectual or industrial property rights (whether registered or unregistered) including, without prejudice to the generality of the foregoing, all existing and future patents, copyrights, design rights, database rights, trade marks, internet rights/domain names, know-how, confidential information and any and all applications for any of the foregoing and any and all rights to apply for any of the foregoing.

9. During your employment with the Company, you may either alone or in conjunction with others, generate or assist in the generation of documents, materials, designs, drawings, processes, formulae, computer coding, methodologies, confidential information and other works which relate to the business of the Company or which are capable of being used or adapted for use therein or in connection therewith ("Works") and you agree that in respect of any such Works and all Intellectual Property Rights in relation thereto, you are obliged to further the interests of the Company. Both the Works and the related Intellectual Property Rights will belong to and be the absolute property of the Company or any other person the Company may nominate. You must immediately disclose to the Company all Works and all related Intellectual Property Rights. You are required to assist the Company and fully cooperate with it in every way to enforce the Company's right to execute whatever documentation is required to provide the Company with full ownership thereof.

10. The Company's rules, regulations, and directions relating to employees which are now or may hereafter be in force, will apply to you and will be strictly complied with by you. You should, therefore, acquaint yourself with all Company rules and policies which are applicable to you. In particular, the Company attaches great importance to security, compliance and fair dealing procedures. You may be asked to disclose information as deemed necessary to comply with local regulatory requirements arising from the Company's business activities (including records relating to investments held by you and your connected persons), or which are otherwise consistent with market best practices of the Company. A breach of the



terms of this offer letter or Employee Handbook or local compliance rules is a disciplinary offence that may justify summary dismissal. Also, you shall at all times be conversant with and comply with any rules and regulations applicable to your specific area of work, such as (where applicable) the local Rules, Regulations, and By-Laws. Violation of any of these rules, regulations or provisions may result in the immediate termination of your employment.

11. Termination:

(a) Lock In - Employee would have to complete 1 year of employment with the company and in case he fails to do so, is liable to refund sign-on bonus, any cash bonuses and ESOPs awarded during the employment period.

(b) Termination with Notice: Subject to the terms of the Employment and post successful completion of your probationary period, the Company or you may terminate your employment by giving **1 month** notice in writing. The Company may choose to terminate your employment immediately or by a period of notice shorter than the stipulated notice period by making a payment to you equal to your salary for all or part of the notice period in lieu of that notice. If the Company or you have given notice of the termination of your employment, the Company may direct you not to perform any of your duties, to remain away from the Company's premises and not to contact clients or other employees of the Company for all or part of the notice period. During this time you will remain employed by the Company and therefore remain subject to your conditions of employment and you will continue to receive your salary and contractual benefits during the notice period;

(c) Termination without Notice: The Company may terminate your employment immediately and without notice or payment in the event that:

- (i) you are guilty of serious misconduct;
- (ii) you are guilty of a serious breach of the employment rules as set out in the Employee Handbook;
- (iii) you breach any fundamental term or condition of your employment.
- (iv) you intentionally disobey a lawful and reasonable direction of the Company;
- (v) you conduct yourself in a way which, in the Company's reasonable opinion, may bring any member of the Company into disrepute;
- (vi) you are convicted of a serious criminal offence or a criminal offence which, in the Company's opinion, compromises your ability to perform your duties;
- (vii) the results of any background checks or searches conducted by the Company are deemed unsatisfactory to it in its absolute discretion;

(d) Consequences of Termination of your Employment: If your employment is terminated for any reason:

- (i) before you leave the Company, you must return to us all of the Company's property and confidential information, and you must not retain any copies, extracts or reproductions of all or any part of that property or confidential information;
- (ii) you will continue to be bound by your employment obligations to the Company relating to the Company's confidential information and Intellectual Property (as defined in this offer letter);
- (iii) you must not make any statements (whether orally or in writing) or do anything which might damage the reputation of the Company or interfere with the Company's relationships with its clients and customers;



12. You hereby agree and undertake that at no time during the term of your employment with the Company and for period of 24 months following the termination date, you shall not directly or indirectly, either as in individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer or shareholder (or in a similar capacity or function):

(a) seek, canvas, solicit or accept from any person who was a client or potential client of the Company, any services or business of the type offered by the Company.

(b) seek to directly or indirectly, disclose to any person, firm or corporation the names or addresses of any of the customers or clients of the Company or any other information pertaining to them. Neither shall you call on, solicit, take away, or attempt to call on, solicit, or take away any customer of the Company on whom you have called or with whom you became acquainted during the term of your employment, as the direct or indirect result of your employment with the Company;

(c) seek to employ, solicit or entice away from the Company, any employee or worker or independent contractor associated with the company, in any services capacity and was a person with whom you dealt with in the course of your duties.

13. This employment offer letter shall be governed and construed in accordance with the laws of India in relation to any legal action or proceedings to enforce this letter. The parties irrevocably submit to the exclusive jurisdiction of any competent courts situated at Mumbai and waive any objection to such proceedings on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

14. If any paragraph, sub-paragraph, or provision of this letter, or the application of such paragraph, sub-paragraph, or provision, is held invalid or excessively broad by a court of competent jurisdiction, the remainder of this letter, and the application of such paragraph, sub-paragraph, or provision to persons, or circumstances other than those with respect to which it is held invalid shall not be affected.

15. By signing this offer letter, you acknowledge and agree the following:

(a) the Company is permitted to hold personal information about you as part of its personnel and other business records and that the Company may use such information in the course of the Company's business. Please note that this may include transfer and storage of your personal information at offshore data storage facilities

(b) the Company may disclose information about you to other companies or third parties (including cross-border transfers) if the Company considers that to do so is required for the proper conduct of the Company's business or that of any of its associates. This clause applies to information held, used or disclosed in any medium.

16. All other terms and conditions of your employment, including the code of conduct, will be in accordance with the Employee Handbook (which will be provided at the time of joining).





OUTLEAP TECHNOLOGIES PRIVATE LIMITED

CIN No: U72501KA2019FTC130352

+91 80 42061247

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**Annexure 1
Compensation Structure**

Name: Chaitanya Shri Eashwari

Designation: Inside Sales Executive

Particulars	Month	Year
Fixed CTC	₹33,333	₹4,00,000
(-) Employer PF	₹ 1,950	₹ 23,400
Gross	₹31,383	₹3,76,596
Basic salary	₹16,667	₹2,00,000
HRA	₹8,333	₹1,00,000
Conveyance	₹ 1,600	₹ 19,200
Medical Allowance	₹ 1,250	₹ 15,000
Special Allowance	₹3,533	₹42,400
(-) PT	₹ 200	₹ 2,400
(-) PF	₹ 1,800	₹ 21,600
Net Payable	₹29,383	
Variable Pay		
Annual Performance Bonus		₹1,00,000
Total CTC (Fixed + Variable)		₹5,00,000

Tax to be deducted at source as per Income Tax Norms

Variable pay of ₹1,00,000 (Rupees One Lakh Only) is a performance-linked bonus that is payable as monthly incentives based on your performance and company's performance

OTHER BENEFITS

Employees will be eligible for Medical Insurance Benefits as per the terms and conditions of the Company notified from time to time.

ANNEXURE 2



Documents Checklist

- PAN Card Copy
- Aadhar Card Copy
- Educational Certificates (10th, 12th, Graduation, Post- Graduation (if any))
- Last 3 months salary slips
- Relieving letter from the last 2 organizations
- 2 Passport Size Photos - Softcopy
- Cancelled cheque leaf (containing Your name as per Bank, Bank Account Number, Name of the Bank, IFSC Code, Branch Name)

As a token of your acceptance of our offer along with the terms and conditions of this letter, please e-sign in the space provided below and return the same to us within two days from the date of this letter. Our offer shall automatically lapse unless you confirm your acceptance of it and return a copy to us within the prescribed time.

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 attorneys and accountants, for seeking their advice) without our prior written consent.

Warm Regards,

Kaushal Pawar

Kaushal Pawar
Director, People & Culture
Outleap Technologies Pvt Ltd

CANDIDATE ACCEPTANCE

I, Chaitanya Shri Eashwari hereby accept the terms and conditions of this offer for employment with OutLeap Technologies Private Limited. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer. I would be able to join on 17 February 2022.

Sign:

Date:





OUTLEAP TECHNOLOGIES PRIVATE LIMITED

CIN No: U72501KA2019FTC130352

+91 80 42061247

<https://leapfinance.com>

<https://leapscholar.com>

Date: 07 January 2022

Dear Ayesha Tarannum,

Outleap Technologies Private Limited is pleased to offer you herewith employment in the capacity of **Inside Sales Executive**. You will be based in **Bangalore**.

The broad terms of your employment are as follows:

1. Your employment with the Company shall be subject to a probationary period of 90 Days which shall commence from the date of your joining the Company. The Company may choose to extend such probationary period to the extent it deems fit. Upon successful completion of your probationary period, the Company shall confirm your employment. During the course of the probationary period, either party may choose to end this agreement by giving a notice of 15 days.
2. Your annual cost-to-company (CTC) will be **₹5,00,000** (Rupees Five Lakh Only) (break-up given in Annexure - 1). This comprises of a fixed CTC of **₹4,00,000** (Rupees Four Lakh Only) and Variable pay of **₹1,00,000** (Rupees One Lakh Only) is a performance-linked bonus that is payable as monthly incentives based on your performance and company's performance. The Annual CTC is inclusive of the applicable statutory benefits, if any, and tax to be deducted at source. You may also be required to reimburse to the Company, any fringe benefits tax paid or payable by the Company for any direct or indirect benefits extended to you by the Company or its affiliates, as the case may be.
3. Variable pay is a performance linked bonus which is payable based on the prevalent market standard and market conditions, current Company policies and performance, your performance and such other criteria as may be decided by the Company from time to time in its sole discretion.
4. During your employment with the Company, you may learn trade secrets or confidential information which relates to the Company or any persons/legal entity related to the Company. Unless you are required to do so in the proper performance of your duties, you must not (a) divulge or communicate to any person; (b) use for your purposes or any purposes other than those of the Company or, as appropriate, any of its clients; (c) cause any unauthorized disclosure, through any failure to exercise due care and attention, of; (d) any trade secrets or confidential information relating to the Company or any of its or their clients. You must at all times use your best endeavors to prevent publication or disclosure of any trade secrets or confidential information; (e) act as a consultant or employee either part-time or full-time (with or without remuneration) with any other organization; (f) speak to the press or any representatives of the media without prior authorization. Confidential information includes but is not limited to lists of clients, suppliers, financial information including pricing



information, administration and information systems, information about unique products and services and information relating to the business strategy of the Company. If you are unsure about the confidential nature of specific information, you must seek your manager's advice and clarification. You will be subject to disciplinary action up to and including summary dismissal for any unauthorized disclosure of confidential information belonging to or related to the Company. By agreeing to the terms of this Offer letter, you agree to the confidentiality obligation.

5. You will promptly on demand or in any event upon when you cease to be an employee of the Company, return all confidential information including but not limited to documents, records, computer disks or other property in your possession or under your control belonging to the Company or the clients thereof and you will not retain any copies thereafter.

6. At the Company's sole discretion, you shall be required to sign such documents and agreements as may be provided by the Company from time to time, with respect to your employment with the Company.

7. The Company may, at its sole discretion, second, depute, assign and transfer you to any other office of Company in India or overseas or any affiliates of the Company or to any third parties. You hereby consent to any such secondment, deputation, assignment and transfer by the Company of your employment including to third parties.

8. Any Intellectual Property Rights, as well as any portion thereof developed by you during your employment with the Company, shall be the sole property of the Company from date of creation thereof and you hereby assign to the Company worldwide rights in respect of such intellectual property free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. For the purposes of this Clause, "Intellectual Property Rights" means any and all existing and future intellectual or industrial property rights (whether registered or unregistered) including, without prejudice to the generality of the foregoing, all existing and future patents, copyrights, design rights, database rights, trade marks, internet rights/domain names, know-how, confidential information and any and all applications for any of the foregoing and any and all rights to apply for any of the foregoing.

9. During your employment with the Company, you may either alone or in conjunction with others, generate or assist in the generation of documents, materials, designs, drawings, processes, formulae, computer coding, methodologies, confidential information and other works which relate to the business of the Company or which are capable of being used or adapted for use therein or in connection therewith ("Works") and you agree that in respect of any such Works and all Intellectual Property Rights in relation thereto, you are obliged to further the interests of the Company. Both the Works and the related Intellectual Property Rights will belong to and be the absolute property of the Company or any other person the Company may nominate. You must immediately disclose to the Company all Works and all related Intellectual Property Rights. You are required to assist the Company and fully cooperate with it in every way to enforce the Company's right to execute whatever documentation is required to provide the Company with full ownership thereof.

10. The Company's rules, regulations, and directions relating to employees which are now or may hereafter be in force, will apply to you and will be strictly complied with by you. You should, therefore, acquaint yourself with all Company rules and policies which are applicable to you. In particular, the Company attaches great importance to security, compliance and fair dealing procedures. You may be asked to disclose information as deemed necessary to comply with local regulatory requirements arising from the Company's business activities (including records relating to investments held by you and your connected persons), or which are otherwise consistent with market best practices of the Company. A breach of the



terms of this offer letter or Employee Handbook or local compliance rules is a disciplinary offence that may justify summary dismissal. Also, you shall at all times be conversant with and comply with any rules and regulations applicable to your specific area of work, such as (where applicable) the local Rules, Regulations, and By-Laws. Violation of any of these rules, regulations or provisions may result in the immediate termination of your employment.

11. Termination:

(a) Lock In - Employee would have to complete 1 year of employment with the company and in case he fails to do so, is liable to refund sign-on bonus, any cash bonuses and ESOPs awarded during the employment period.

(b) Termination with Notice: Subject to the terms of the Employment and post successful completion of your probationary period, the Company or you may terminate your employment by giving **1 month** notice in writing. The Company may choose to terminate your employment immediately or by a period of notice shorter than the stipulated notice period by making a payment to you equal to your salary for all or part of the notice period in lieu of that notice. If the Company or you have given notice of the termination of your employment, the Company may direct you not to perform any of your duties, to remain away from the Company's premises and not to contact clients or other employees of the Company for all or part of the notice period. During this time you will remain employed by the Company and therefore remain subject to your conditions of employment and you will continue to receive your salary and contractual benefits during the notice period;

(c) Termination without Notice: The Company may terminate your employment immediately and without notice or payment in the event that:

- (i) you are guilty of serious misconduct;
- (ii) you are guilty of a serious breach of the employment rules as set out in the Employee Handbook;
- (iii) you breach any fundamental term or condition of your employment.
- (iv) you intentionally disobey a lawful and reasonable direction of the Company;
- (v) you conduct yourself in a way which, in the Company's reasonable opinion, may bring any member of the Company into disrepute;
- (vi) you are convicted of a serious criminal offence or a criminal offence which, in the Company's opinion, compromises your ability to perform your duties;
- (vii) the results of any background checks or searches conducted by the Company are deemed unsatisfactory to it in its absolute discretion;

(d) Consequences of Termination of your Employment: If your employment is terminated for any reason:

- (i) before you leave the Company, you must return to us all of the Company's property and confidential information, and you must not retain any copies, extracts or reproductions of all or any part of that property or confidential information;
- (ii) you will continue to be bound by your employment obligations to the Company relating to the Company's confidential information and Intellectual Property (as defined in this offer letter);
- (iii) you must not make any statements (whether orally or in writing) or do anything which might damage the reputation of the Company or interfere with the Company's relationships with its clients and customers;



12. You hereby agree and undertake that at no time during the term of your employment with the Company and for period of 24 months following the termination date, you shall not directly or indirectly, either as in individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer or shareholder (or in a similar capacity or function):

(a) seek, canvas, solicit or accept from any person who was a client or potential client of the Company, any services or business of the type offered by the Company.

(b) seek to directly or indirectly, disclose to any person, firm or corporation the names or addresses of any of the customers or clients of the Company or any other information pertaining to them. Neither shall you call on, solicit, take away, or attempt to call on, solicit, or take away any customer of the Company on whom you have called or with whom you became acquainted during the term of your employment, as the direct or indirect result of your employment with the Company;

(c) seek to employ, solicit or entice away from the Company, any employee or worker or independent contractor associated with the company, in any services capacity and was a person with whom you dealt with in the course of your duties.

13. This employment offer letter shall be governed and construed in accordance with the laws of India in relation to any legal action or proceedings to enforce this letter. The parties irrevocably submit to the exclusive jurisdiction of any competent courts situated at Mumbai and waive any objection to such proceedings on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

14. If any paragraph, sub-paragraph, or provision of this letter, or the application of such paragraph, sub-paragraph, or provision, is held invalid or excessively broad by a court of competent jurisdiction, the remainder of this letter, and the application of such paragraph, sub-paragraph, or provision to persons, or circumstances other than those with respect to which it is held invalid shall not be affected.

15. By signing this offer letter, you acknowledge and agree the following:

(a) the Company is permitted to hold personal information about you as part of its personnel and other business records and that the Company may use such information in the course of the Company's business. Please note that this may include transfer and storage of your personal information at offshore data storage facilities

(b) the Company may disclose information about you to other companies or third parties (including cross-border transfers) if the Company considers that to do so is required for the proper conduct of the Company's business or that of any of its associates. This clause applies to information held, used or disclosed in any medium.

16. All other terms and conditions of your employment, including the code of conduct, will be in accordance with the Employee Handbook (which will be provided at the time of joining).





OUTLEAP TECHNOLOGIES PRIVATE LIMITED

CIN No: U72501KA2019FTC130352

+91 80 42061247

<https://leapfinance.com>

<https://leapscholar.com>

**Annexure 1
Compensation Structure**

Name: Ayesha Tarannum

Designation: Inside Sales Executive

Particulars	Month	Year
Fixed CTC	₹33,333	₹4,00,000
(-) Employer PF	₹ 1,950	₹ 23,400
Gross	₹31,383	₹3,76,596
Basic salary	₹16,667	₹2,00,000
HRA	₹8,333	₹1,00,000
Conveyance	₹ 1,600	₹ 19,200
Medical Allowance	₹ 1,250	₹ 15,000
Special Allowance	₹3,533	₹42,400
(-) PT	₹ 200	₹ 2,400
(-) PF	₹ 1,800	₹ 21,600
Net Payable	₹29,383	
Variable Pay		
Annual Performance Bonus		₹1,00,000
Total CTC (Fixed + Variable)		₹5,00,000

Tax to be deducted at source as per Income Tax Norms

Variable pay of ₹1,00,000 (Rupees One Lakh Only) is a performance-linked bonus that is payable as monthly incentives based on your performance and company's performance

OTHER BENEFITS

Employees will be eligible for Medical Insurance Benefits as per the terms and conditions of the Company notified from time to time.

ANNEXURE 2

Documents Checklist

- PAN Card Copy
- Aadhar Card Copy
- Educational Certificates (10th, 12th, Graduation, Post- Graduation (if any))
- Last 3 months salary slips
- Relieving letter from the last 2 organizations
- 2 Passport Size Photos - Softcopy
- Cancelled cheque leaf (containing Your name as per Bank, Bank Account Number, Name of the Bank, IFSC Code, Branch Name)

As a token of your acceptance of our offer along with the terms and conditions of this letter, please e-sign in the space provided below and return the same to us within two days from the date of this letter. Our offer shall automatically lapse unless you confirm your acceptance of it and return a copy to us within the prescribed time.

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 attorneys and accountants, for seeking their advice) without our prior written consent.

Warm Regards,

Kaushal Pawar

Kaushal Pawar
Director, People & Culture
Outleap Technologies Pvt Ltd

CANDIDATE ACCEPTANCE

I, Ayesha Tarannum hereby accept the terms and conditions of this offer for employment with OutLeap Technologies Private Limited. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer. I would be able to join on 17 February 2022.

Sign:

Date:



January 19, 2022

Ms.Gopika V
Bangalore.

Dear Gopika,

With reference to our discussion, we are pleased to offer you the position of “**Process Associate**”, at Hinduja Global Solutions Limited.

Enclosed is the compensation sheet giving details of your offer. Your total compensation package will be **₹550000.00/-** per annum and future increase will be performance based.

The above offer is subject to verification of your certificates and testimonials (i.e. certificates in proof of educational qualification, proof of past employment, reference checks, address, date of birth, and any other checks as deemed fit by the organisation). As mutually agreed you would be based at **Bangalore** and join duties on or before **March 1, 2022**.

The tenure of this employment is for the period of **12 months** ending on **February 28, 2023**.

Please acknowledge the duplicate copy of this letter as a token of acceptance of our offer.
Thanking you,

Yours faithfully,
For Hinduja Global Solutions Limited,

Signature Not Verified

Digitally signed by SHIRUDE PRAJAKTA
MADHUKAR
Date: 2022.01.20 12:33:46 +05:30
Reason: Offer

(Prajakta Shirude)
Head- Human Resources
Business Services

This is a digitally signed document and does not require physical signature

ANNEXURE			
Name	Gopika V	Salary Details	
Location	Bangalore	Monthly CTC	Annual CTC
Effective Date	March 1, 2022		
Position	Process Associate		
			"A" Fixed
Basic		18,333	2,20,000
HRA		9,167	1,10,000
Statutory Bonus		3,167	38,000
Variable Pay		12,783	1,53,400
"A" Gross Salary		43,450	5,21,400
			"B" Retirals
Provident Fund (Employers Contribution)		2,383	28,600
"B" Retiral Benefits		2,383	28,600
			"C" Others
"C" Others		-	0.00
Total Cost to Company [A]+[B]+[C]		45,833	5,50,000
NET TAKE HOME SALARY			
GROSS SALARY		43,450	5,21,400
Add : REIMBURSEMENTS			
Less :			
PF - EMPLOYEES CONTRIBUTION		2,200	26,400
PT		200	2,500
Income Tax*		-	-
TOTAL DEDUCTIONS		2,400	28,900
TOTAL NET SALARY		41,050	4,92,500
<i>Income Tax*</i>	<i>Appropriate Income Tax would be deducted in the payroll every month</i>		



January 19, 2022

Ms.Shakti Singh Chauhan
Mumbai.

Dear Shakti,

With reference to our discussion, we are pleased to offer you the position of “**Process Associate**”, at Hinduja Global Solutions Limited.

Enclosed is the compensation sheet giving details of your offer. Your total compensation package will be **₹550000.00/-** per annum and future increase will be performance based.

The above offer is subject to verification of your certificates and testimonials (i.e. certificates in proof of educational qualification, proof of past employment, reference checks, address, date of birth, and any other checks as deemed fit by the organisation). As mutually agreed you would be based at **Mumbai** and join duties on or before **March 1, 2022**.

The tenure of this employment is for the period of **12 months** ending on **February 28, 2023**.

Please acknowledge the duplicate copy of this letter as a token of acceptance of our offer.
Thanking you,

Yours faithfully,
For Hinduja Global Solutions Limited,

Signature Not Verified

Digitally signed by SHIRUDE PRAJAKTA
MADHUKAR
Date: 2022.01.20 12:33:48 +05:30
Reason: Offer

(Prajakta Shirude)
Head- Human Resources
Business Services

This is a digitally signed document and does not require physical signature

ANNEXURE			
Name	Shakti Singh Chauhan	Salary Details	
Location	Mumbai	Monthly CTC	Annual CTC
Effective Date	March 1, 2022		
Position	Process Associate		
			"A" Fixed
Basic		18,333	2,20,000
HRA		9,167	1,10,000
Statutory Bonus		2,667	32,000
Variable Pay		13,283	1,59,400
"A" Gross Salary		43,450	5,21,400
			"B" Retirals
Provident Fund (Employers Contribution)		2,383	28,600
"B" Retiral Benefits		2,383	28,600
			"C" Others
"C" Others		-	0.00
Total Cost to Company [A]+[B]+[C]		45,833	5,50,000
NET TAKE HOME SALARY			
GROSS SALARY		43,450	5,21,400
Add : REIMBURSEMENTS			
Less :			
PF - EMPLOYEES CONTRIBUTION		2,200	26,400
PT		200	2,500
Income Tax*		-	-
TOTAL DEDUCTIONS		2,400	28,900
TOTAL NET SALARY		41,050	4,92,500
<i>Income Tax*</i>	<i>Appropriate Income Tax would be deducted in the payroll every month</i>		



January 19, 2022

Mr. Shuhair Gafoor
Bangalore.

Dear Shuhair,

With reference to our discussion, we are pleased to offer you the position of “**Process Associate**”, at Hinduja Global Solutions Limited.

Enclosed is the compensation sheet giving details of your offer. Your total compensation package will be **₹550000.00/-** per annum and future increase will be performance based.

The above offer is subject to verification of your certificates and testimonials (i.e. certificates in proof of educational qualification, proof of past employment, reference checks, address, date of birth, and any other checks as deemed fit by the organisation). As mutually agreed you would be based at **Bangalore** and join duties on or before **March 1, 2022**.

The tenure of this employment is for the period of **12 months** ending on **February 28, 2023**.

Please acknowledge the duplicate copy of this letter as a token of acceptance of our offer.
Thanking you,

Yours faithfully,
For Hinduja Global Solutions Limited,

Signature Not Verified

Digitally signed by SHIRUDE PRAJAKTA
MADHUKAR
Date: 2022.01.20 12:33:49 +05:30
Reason: Offer

(Prajakta Shirude)
Head- Human Resources
Business Services

This is a digitally signed document and does not require physical signature

ANNEXURE			
Name	Shuhair Gafoor	Salary Details	
Location	Bangalore	Monthly CTC	Annual CTC
Effective Date	March 1, 2022		
Position	Process Associate		
			"A" Fixed
Basic		18,333	2,20,000
HRA		9,167	1,10,000
Statutory Bonus		3,167	38,000
Variable Pay		12,783	1,53,400
"A" Gross Salary		43,450	5,21,400
			"B" Retirals
Provident Fund (Employers Contribution)		2,383	28,600
"B" Retiral Benefits		2,383	28,600
			"C" Others
"C" Others		-	0.00
Total Cost to Company [A]+[B]+[C]		45,833	5,50,000
NET TAKE HOME SALARY			
GROSS SALARY		43,450	5,21,400
Add : REIMBURSEMENTS			
Less :			
PF - EMPLOYEES CONTRIBUTION		2,200	26,400
PT		200	2,500
Income Tax*		-	-
TOTAL DEDUCTIONS		2,400	28,900
TOTAL NET SALARY		41,050	4,92,500
<i>Income Tax*</i>	<i>Appropriate Income Tax would be deducted in the payroll every month</i>		



January 19, 2022

Ms.Apeksha Huchchappa Pujar
Bangalore.

Dear Apeksha,

With reference to our discussion, we are pleased to offer you the position of “**Process Associate**”, at Hinduja Global Solutions Limited.

Enclosed is the compensation sheet giving details of your offer. Your total compensation package will be **₹550000.00/-** per annum and future increase will be performance based.

The above offer is subject to verification of your certificates and testimonials (i.e. certificates in proof of educational qualification, proof of past employment, reference checks, address, date of birth, and any other checks as deemed fit by the organisation). As mutually agreed you would be based at **Bangalore** and join duties on or before **March 1, 2022**.

The tenure of this employment is for the period of **12 months** ending on **February 28, 2023**.

Please acknowledge the duplicate copy of this letter as a token of acceptance of our offer.
Thanking you,

Yours faithfully,
For Hinduja Global Solutions Limited,

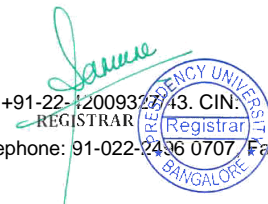
Signature Not Verified

Digitally signed by SHIRUDE PRAJAKTA
MADHUKAR
Date: 2022.01.20 12:33:46 +05:30
Reason: Offer

(Prajakta Shirude)
Head- Human Resources
Business Services

This is a digitally signed document and does not require physical signature

ANNEXURE			
Name	Apeksha Huchchappa Pujar	Salary Details	
Location	Bangalore	Monthly CTC	Annual CTC
Effective Date	March 1, 2022		
Position	Process Associate		
			"A" Fixed
Basic		18,333	2,20,000
HRA		9,167	1,10,000
Statutory Bonus		3,167	38,000
Variable Pay		12,783	1,53,400
"A" Gross Salary		43,450	5,21,400
			"B" Retirals
Provident Fund (Employers Contribution)		2,383	28,600
"B" Retiral Benefits		2,383	28,600
			"C" Others
"C" Others		-	0.00
Total Cost to Company [A]+[B]+[C]		45,833	5,50,000
NET TAKE HOME SALARY			
GROSS SALARY		43,450	5,21,400
Add : REIMBURSEMENTS			
Less :			
PF - EMPLOYEES CONTRIBUTION		2,200	26,400
PT		200	2,500
Income Tax*		-	-
TOTAL DEDUCTIONS		2,400	28,900
TOTAL NET SALARY		41,050	4,92,500
<i>Income Tax*</i>	<i>Appropriate Income Tax would be deducted in the payroll every month</i>		



January 19, 2022

**Mr.Mannadiar Dheeraj Sugunan
Mumbai.**

Dear Mannadiar,

With reference to our discussion, we are pleased to offer you the position of “**Process Associate**”, at Hinduja Global Solutions Limited.

Enclosed is the compensation sheet giving details of your offer. Your total compensation package will be **₹550000.00/-** per annum and future increase will be performance based.

The above offer is subject to verification of your certificates and testimonials (i.e. certificates in proof of educational qualification, proof of past employment, reference checks, address, date of birth, and any other checks as deemed fit by the organisation). As mutually agreed you would be based at **Mumbai** and join duties on or before **March 1, 2022**.

The tenure of this employment is for the period of **12 months** ending on **February 28, 2023**.

Please acknowledge the duplicate copy of this letter as a token of acceptance of our offer.
Thanking you,

Yours faithfully,
For Hinduja Global Solutions Limited,

Signature Not Verified

Digitally signed by SHIRUDE PRAJAKTA
MADHUKAR
Date: 2022.01.20 12:33:47 +05:30
Reason: Offer

**(Prajakta Shirude)
Head- Human Resources
Business Services**

This is a digitally signed document and does not require physical signature

ANNEXURE			
Name	Mannadiar Dheeraj Sugunan	Salary Details	
Location	Mumbai	Monthly CTC	Annual CTC
Effective Date	March 1, 2022		
Position	Process Associate		
			"A" Fixed
Basic		18,333	2,20,000
HRA		9,167	1,10,000
Statutory Bonus		2,667	32,000
Variable Pay		13,283	1,59,400
"A" Gross Salary		43,450	5,21,400
			"B" Retirals
Provident Fund (Employers Contribution)		2,383	28,600
"B" Retiral Benefits		2,383	28,600
			"C" Others
"C" Others		-	0.00
Total Cost to Company [A]+[B]+[C]		45,833	5,50,000
NET TAKE HOME SALARY			
GROSS SALARY		43,450	5,21,400
Add : REIMBURSEMENTS			
Less :			
PF - EMPLOYEES CONTRIBUTION		2,200	26,400
PT		200	2,500
Income Tax*		-	-
TOTAL DEDUCTIONS		2,400	28,900
TOTAL NET SALARY		41,050	4,92,500
<i>Income Tax*</i>	<i>Appropriate Income Tax would be deducted in the payroll every month</i>		



January 19, 2022

Ms.Aishwarya Sunil

Dear Aishwarya,

With reference to our discussion, we are pleased to offer you the position of “**Process Associate**”, at Hinduja Global Solutions Limited.

Enclosed is the compensation sheet giving details of your offer. Your total compensation package will be **₹550000.00/-** per annum and future increase will be performance based.

The above offer is subject to verification of your certificates and testimonials (i.e. certificates in proof of educational qualification, proof of past employment, reference checks, address, date of birth, and any other checks as deemed fit by the organisation). As mutually agreed you would be based at **Mumbai** and join duties on or before **March 1, 2022**.

The tenure of this employment is for the period of **12 months** ending on **February 28, 2023**.

Please acknowledge the duplicate copy of this letter as a token of acceptance of our offer.
Thanking you,

Yours faithfully,
For Hinduja Global Solutions Limited,

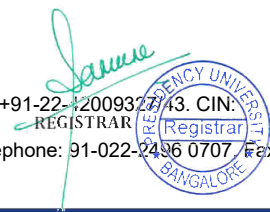
Signature Not Verified

Digitally signed by SHIRUDE PRAJAKTA
MADHUKAR
Date: 2022.01.20 12:33:47 +05:30
Reason: Offer

(Prajakta Shirude)
Head- Human Resources
Business Services

This is a digitally signed document and does not require physical signature

ANNEXURE			
Name	Aishwarya Sunil	Salary Details	
Location	Mumbai	Monthly CTC	Annual CTC
Effective Date	March 1, 2022		
Position	Process Associate		
			"A" Fixed
Basic		18,333	2,20,000
HRA		9,167	1,10,000
Statutory Bonus		2,667	32,000
Variable Pay		13,283	1,59,400
"A" Gross Salary		43,450	5,21,400
			"B" Retirals
Provident Fund (Employers Contribution)		2,383	28,600
"B" Retiral Benefits		2,383	28,600
			"C" Others
"C" Others		-	0.00
Total Cost to Company [A]+[B]+[C]		45,833	5,50,000
NET TAKE HOME SALARY			
GROSS SALARY		43,450	5,21,400
Add : REIMBURSEMENTS			
Less :			
PF - EMPLOYEES CONTRIBUTION		2,200	26,400
PT		200	2,500
Income Tax*		-	-
TOTAL DEDUCTIONS		2,400	28,900
TOTAL NET SALARY		41,050	4,92,500
Income Tax*	<i>Appropriate Income Tax would be deducted in the payroll every month</i>		





Date: 16th Dec 2020

Dear Hemanth C,

Congratulations! We are very excited to have you on board!

With reference to your application and subsequent interviews with us, we are pleased to offer you the position of "**Relationship Manager**" in our organization.

Remuneration:

As discussed and agreed your annual CTC would be **3,50,000/- (Rupees Three lakhs Fifty Thousand Only)**.

The general terms of the appointment would be elaborated in your Appointment letter.

**Date of Joining:
3rd February 2021**

**Office Address –
16/1, 4th Floor, "Wings",
Cambridge Road,
Halasuru, Bengaluru,
K .A. 560008.**

At the time of joining, you are requested to submit copies of academic credentials indicated by you, relieving letter from your previous organization, Photo Id Proof (Passport / Driving License), copy of your passport, 4 recent passport size photographs (in white background) and Resume for our records and other statutory requirements.

Please provide your acceptance at the earliest within 48 hrs.

Should you need any clarification prior to joining, please feel free to get in touch with me. We look forward to a mutually rewarding partnership.

Should you need any clarification prior to joining, please feel free to write to us at sid@credvest.com

Sincerely,
For CREDVEST REALTY LLP,

(Authorized Signatory)

CREDVEST REALTY
DUBAI – BENGALURU – SINGAPORE

WWW.CREDVEST.COM

INFO@CREDVEST.COM





Deloitte Tax Services India Private Limited
Deloitte Tower Survey No. 41 Gachibowli Village, Ranga
Reddy District, CIRCLE 3, Hyderabad - 500032,
Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Apr 4, 2022

Mr. Abhishek N

139, 8th 'A' Main Road, 4th Stage, 4th Block, Basaveshwara
Nagar Bangalore, Karnataka, 560079
India

Subject: Offer of Employment

Dear Abhishek:

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2022**.

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

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

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

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

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2022**, or an alternative mutually agreed upon date.



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

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

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

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

Sincerely,

For Deloitte Tax Services India Private Limited

Best regards,

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
7284E77297BF40A...

By: _____
Signature

Authorized Signatory

Acceptance

I, **Abhishek**, hereby accept the terms and conditions of this employment offer. Please sign and date your Acceptance

Signature

Date



Annexure A

Mr. Abhishek N

Tax Consultant I -

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	17,500	210,000
House Rent Allowance (HRA)	8,750	105,000
Special Allowance ^{1a & 1b}	11,867	142,404
Leave Travel Allowance ²	1,750	21,000
Differential Allowance	5,833	69,996
Meal Card ³	2,200	26,400
Employer's contribution to PF	2,100	25,200
Total Salary (in Rs.)	50,000	600,000
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium ⁴	3,014	36,167

*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

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

**Employee Level -
Tax Consultant I***^{1a}Communication Expenses**^{1b}Fuel Expenses*

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

Petrol / Driver / Insurance / Repairs & Maintenance

Rs./₹3,000/- per month

Rs./₹7,500/- per month

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

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

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

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

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

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

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

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

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

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

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

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



Abhishek N

Hyderabad

Annexure B

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

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

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

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

PROTECTION OF OUR BUSINESS

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

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

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

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

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



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

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

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

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

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

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

10. Ownership of Works.

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

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

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

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

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

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

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

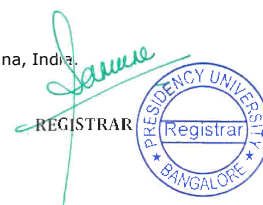
11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against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

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

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

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

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



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

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

OTHER POST- EMPLOYMENT OBLIGATIONS

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

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

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

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

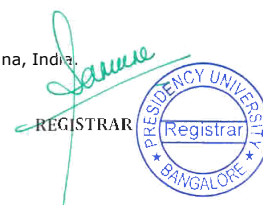
20. . Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte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

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

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

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

MISCELLANEOUS



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

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

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

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

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

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

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

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

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

For Deloitte Tax Services India Private Limited





OMKAR CHANDRAMOULI KONCHUR

Talent

Authorized Signatory

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Abhishek N

Signature

Name

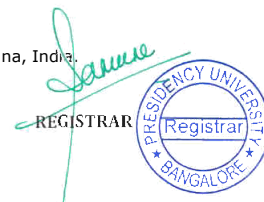


EXHIBIT A

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

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

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

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

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

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

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

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

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

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

Independence – National Office (Independence) of Deloitte LLP.

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

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

PCAOB – the United States Public Company Accounting Oversight Board.



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

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

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

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

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

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

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

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

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

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

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

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

[If yes, please enter details below]

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

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

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

Signature

Date

Abhishek N

Name (Print)

ACCEPTED AND AGREED TO:

Deloitte Tax Services India Private Limited



OMKAR CHANDRAMOULI KONCHUR
Talent

Its: *Authorized Signatory*

Apr 4, 2022

Date

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

EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X

No, I do not have *Proceedings* to report

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

Signature

Abhishek N

Name

Date

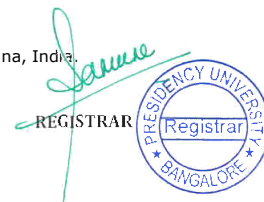


EXHIBIT D

Exceptions to Post-Employment Restrictions: re: Clients

[none, unless otherwise specified]

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

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

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

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

Deloitte Tax Services India Private Limited

OMKAR CHANDRAMOULI KONCHUR
Talent

Its: Authorized Signatory

Apr 4, 2022
_____ Date

I have read and understood the above policy terms.

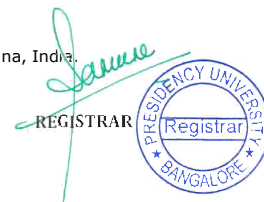
Abhishek N

Signature

Name

Date

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



Terms and Conditions of Service

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

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

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

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

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

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

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

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

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

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

3. HARRASSMENT POLICY

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



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

4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

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

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

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

5. RETIREMENT AGE

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

6. TRANSFERS

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

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

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

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

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

8. MISCONDUCT

Misconduct may include but is not limited to:

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

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

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

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

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Abhishek N

Signature

Name





Apr 4, 2022

Mr. Abhishek N

**139,8th 'A' Main Road ,4th Stage ,4th Block ,
Basaveshwara Nagar Bangalore, Karnataka, 560079**

India

Training Bond

Dear Abhishek:

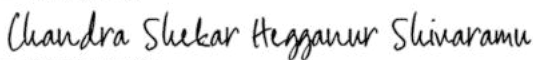
On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

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

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

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

7284E77297BF40A...

By:

Signature

Authorized Signatory





Deloitte Tax Services India Private Limited
Deloitte Tower Survey No. 41 Gachibowli Village, Ranga
Reddy District, CIRCLE 3, Hyderabad - 500032,
Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Apr 4, 2022

Mr. S Khaja Mohiddin

No 32, Konadasapura, Behind Nimra Masjid, Budigere Cross,
Bangalore, Karnataka, 560049
India

Subject: Offer of Employment

Dear Khaja:

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2022**.

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

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

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

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

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2022**, or an alternative mutually agreed upon date.



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

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

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

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

Sincerely,

For Deloitte Tax Services India Private Limited

Best regards,

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
7284E77297BF40A...

By: _____
Signature

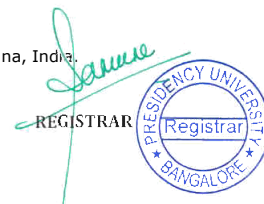
Authorized Signatory

Acceptance

I, **Khaja**, hereby accept the terms and conditions of this employment offer. Please sign and date your Acceptance

Signature

Date



Annexure A

Mr. S Khaja Mohiddin

Tax Consultant I -

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	17,500	210,000
House Rent Allowance (HRA)	8,750	105,000
Special Allowance ^{1a & 1b}	11,867	142,404
Leave Travel Allowance ²	1,750	21,000
Differential Allowance	5,833	69,996
Meal Card ³	2,200	26,400
Employer's contribution to PF	2,100	25,200
Total Salary (in Rs.)	50,000	600,000
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium ⁴	3,014	36,167

*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

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

**Employee Level -
Tax Consultant I***^{1a}Communication Expenses**^{1b}Fuel Expenses*

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

Petrol / Driver / Insurance / Repairs & Maintenance

Rs./₹3,000/- per month

Rs./₹7,500/- per month

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

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

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

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

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

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

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

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

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

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

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

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



S Khaja Mohiddin

Hyderabad

Annexure B

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

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

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

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

PROTECTION OF OUR BUSINESS

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

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

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

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

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



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

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

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

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

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

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

10. Ownership of Works.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

OTHER POST- EMPLOYMENT OBLIGATIONS

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

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

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

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

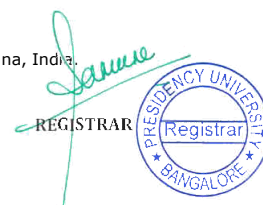
20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte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

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

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

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

MISCELLANEOUS



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

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

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

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

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

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

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

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

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

For Deloitte Tax Services India Private Limited





OMKAR CHANDRAMOULI KONCHUR

Talent

Authorized Signatory

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

S Khaja Mohiddin

Signature

Name

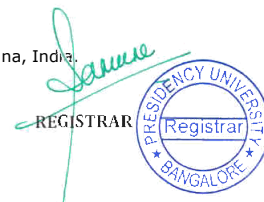


EXHIBIT A

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

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

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

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

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

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

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

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

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

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

Independence – National Office (Independence) of Deloitte LLP.

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

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

PCAOB – the United States Public Company Accounting Oversight Board.

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

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

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

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

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

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

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

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

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

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



EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

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

[If yes, please enter details below]

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

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

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

Signature

Date

S Khaja Mohiddin

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

OMKAR CHANDRAMOULI KONCHUR
Talent

Its: Authorized Signatory

Apr 4, 2022

Date

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



EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

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

Signature

S Khaja Mohiddin

Name

Date



EXHIBIT D

Exceptions to Post-Employment Restrictions: re: Clients

[none, unless otherwise specified]

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

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

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

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

Deloitte Tax Services India Private Limited

OMKAR CHANDRAMOULI KONCHUR
Talent

Its: Authorized Signatory

Apr 4, 2022

Date

I have read and understood the above policy terms.

S Khaja Mohiddin

Signature

Name

Date

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



Terms and Conditions of Service

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

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

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

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

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

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

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

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

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

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

3. HARRASSMENT POLICY

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



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

4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

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

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

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

5. RETIREMENT AGE

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

6. TRANSFERS

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

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

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

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

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

8. MISCONDUCT

Misconduct may include but is not limited to:

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

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

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

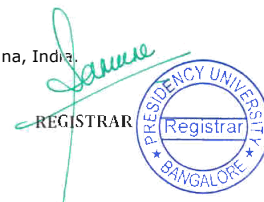
<https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge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

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

S Khaja Mohiddin

Signature

Name





Apr 4, 2022

Mr. S Khaja Mohiddin

**No 32, Konadasapura, Behind Nimra Masjid,
Budigere Cross, Bangalore, Karnataka, 560049**

India

Training Bond

Dear Khaja:

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

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

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

Sincerely,

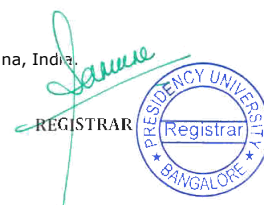
For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
7284E77297BF40A...

By:

Signature

Authorized Signatory





Deloitte Tax Services India Private Limited
Deloitte Tower Survey No. 41 Gachibowli Village, Ranga
Reddy District, CIRCLE 3, Hyderabad - 500032,
Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Apr 4, 2022

Mr. Ihsan Ibrahim

Olive ,Near Juma Masjid Muttam Kannur,
Kerala, 670305
India

Subject: Offer of Employment

Dear Ihsan:

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2022**.

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

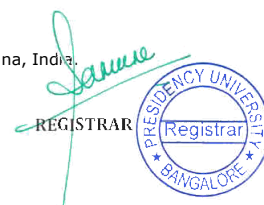
As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

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

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

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2022**, or an alternative mutually agreed upon date.



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

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

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

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

Sincerely,

For Deloitte Tax Services India Private Limited

Best regards,

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
7284E77297BF40A...

By: _____
Signature

Authorized Signatory

Acceptance

I, **Ihsan**, hereby accept the terms and conditions of this employment offer. Please sign and date your Acceptance

Signature

Date



Annexure A

Mr. Ihsan Ibrahim

Tax Consultant I -

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	17,500	210,000
House Rent Allowance (HRA)	8,750	105,000
Special Allowance ^{1a & 1b}	11,867	142,404
Leave Travel Allowance ²	1,750	21,000
Differential Allowance	5,833	69,996
Meal Card ³	2,200	26,400
Employer's contribution to PF	2,100	25,200
Total Salary (in Rs.)	50,000	600,000
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium ⁴	3,014	36,167

*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

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

**Employee Level -
Tax Consultant I**^{1a}Communication Expenses^{1b}Fuel Expenses

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

Petrol / Driver / Insurance / Repairs & Maintenance

Rs./₹3,000/- per month

Rs./₹7,500/- per month

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

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

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

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

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

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

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

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

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

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

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

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



Ihsan Ibrahim

Hyderabad

Annexure B

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

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

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

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

PROTECTION OF OUR BUSINESS

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

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

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

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

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



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

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

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

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

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

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

10. Ownership of Works.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

OTHER POST- EMPLOYMENT OBLIGATIONS

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

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

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

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

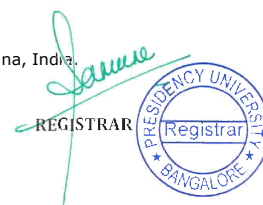
20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte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

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

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

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

MISCELLANEOUS



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

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

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

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

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

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

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

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

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

For Deloitte Tax Services India Private Limited





OMKAR CHANDRAMOULI KONCHUR

Talent

Authorized Signatory

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Ihsan Ibrahim

Signature

Name

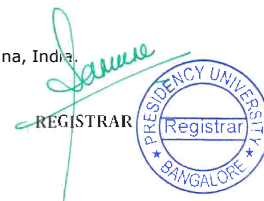


EXHIBIT A

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

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

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

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

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

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

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

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

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

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

Independence – National Office (Independence) of Deloitte LLP.

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

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

PCAOB – the United States Public Company Accounting Oversight Board.

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

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

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

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

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

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

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

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

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

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



EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

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

[If yes, please enter details below]

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

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

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

Signature

Date

Ihsan Ibrahim

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

OMKAR CHANDRAMOULI KONCHUR
Talent

Its: Authorized Signatory

Apr 4, 2022

Date

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

EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X

No, I do not have *Proceedings* to report

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

Signature

Ihsan Ibrahim

Name

Date



EXHIBIT D

Exceptions to Post-Employment Restrictions: re: Clients

[none, unless otherwise specified]

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

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

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

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

Deloitte Tax Services India Private Limited

OMKAR CHANDRAMOULI KONCHUR
Talent

Its: Authorized Signatory

Apr 4, 2022
_____ Date

I have read and understood the above policy terms.

Signature Ihsan Ibrahim
Name _____ Date _____

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



Terms and Conditions of Service

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

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

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

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

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

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

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

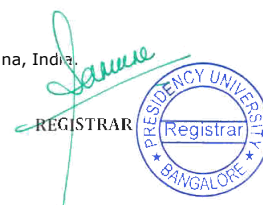
Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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

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

3. HARRASSMENT POLICY

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



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

4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

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

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

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

5. RETIREMENT AGE

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

6. TRANSFERS

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

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

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

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

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

8. MISCONDUCT

Misconduct may include but is not limited to:

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

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

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

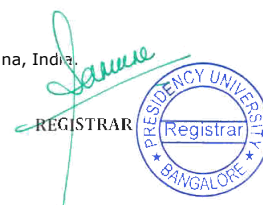
<https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge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

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Ihsan Ibrahim

Signature

Name





Apr 4, 2022

Mr. Ihsan Ibrahim

**Olive ,Near Juma Masjid Muttam Kannur,
Kerala, 670305**

India

Training Bond

Dear Ihsan:

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

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

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

Sincerely,

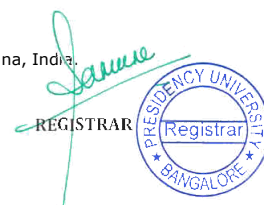
For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
7284E77297BF40A...

By:

Signature

Authorized Signatory





Deloitte Tax Services India Private Limited
Deloitte Tower Survey No. 41 Gachibowli Village, Ranga
Reddy District, CIRCLE 3, Hyderabad - 500032,
Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Apr 4, 2022

Ms. Ranjitha N

Opposite Biec , Madavara , 1St Cross , #164 Nataraj Building ,
Madavara Post , Bangalore North Karnataka, 562162
India

Subject: Offer of Employment

Dear Ranjitha:

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2022**.

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

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

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

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

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2022**, or an alternative mutually agreed upon date.

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

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

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

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

Sincerely,

For Deloitte Tax Services India Private Limited

Best regards,

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
7284E77297BF40A...

By: _____
Signature

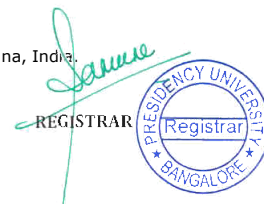
Authorized Signatory

Acceptance

I, **Ranjitha**, hereby accept the terms and conditions of this employment offer. Please sign and date your Acceptance

Signature

Date



Annexure A

Ms. Ranjitha N

Tax Consultant I -

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	17,500	210,000
House Rent Allowance (HRA)	8,750	105,000
Special Allowance ^{1a & 1b}	11,867	142,404
Leave Travel Allowance ²	1,750	21,000
Differential Allowance	5,833	69,996
Meal Card ³	2,200	26,400
Employer's contribution to PF	2,100	25,200
Total Salary (in Rs.)	50,000	600,000
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium ⁴	3,014	36,167

*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

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

**Employee Level -
Tax Consultant I**^{1a}Communication Expenses^{1b}Fuel Expenses

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

Petrol / Driver / Insurance / Repairs & Maintenance

Rs./₹3,000/- per month

Rs./₹7,500/- per month

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

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

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

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

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

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

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

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

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

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

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

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



Ranjitha N

Hyderabad

Annexure B

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

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

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

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

PROTECTION OF OUR BUSINESS

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

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

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

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

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



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

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

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

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

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

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

10. Ownership of Works.

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

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

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

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

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

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

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

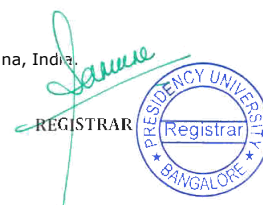
11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against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

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

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

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

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



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

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

OTHER POST- EMPLOYMENT OBLIGATIONS

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

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

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

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

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

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

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

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

MISCELLANEOUS



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

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

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

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

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

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

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

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

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

For Deloitte Tax Services India Private Limited





OMKAR CHANDRAMOULI KONCHUR

Talent

Authorized Signatory

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Ranjitha N

Signature

Name

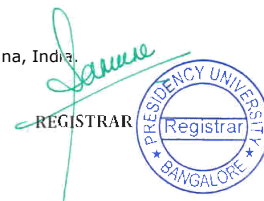


EXHIBIT A

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

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

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

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

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

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

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

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

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

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

Independence – National Office (Independence) of Deloitte LLP.

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

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

PCAOB – the United States Public Company Accounting Oversight Board.



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

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

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

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

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

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

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

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

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

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

EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

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

[If yes, please enter details below]

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

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

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

Signature

Date

Ranjitha N

Name (Print)

ACCEPTED AND AGREED TO:

Deloitte Tax Services India Private Limited



OMKAR CHANDRAMOULI KONCHUR
Talent

Its: Authorized Signatory

Apr 4, 2022

Date

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



EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X

No, I do not have *Proceedings* to report

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

Signature

Ranjitha N

Name

Date



EXHIBIT D

Exceptions to Post-Employment Restrictions: re: Clients

[none, unless otherwise specified]

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

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

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

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

Deloitte Tax Services India Private Limited

OMKAR CHANDRAMOULI KONCHUR
Talent

Its: Authorized Signatory

Apr 4, 2022
_____ Date

I have read and understood the above policy terms.

Signature Ranjitha N _____
Name _____ _____
Date

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



Terms and Conditions of Service

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

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

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

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

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

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

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

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

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

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

3. HARRASSMENT POLICY

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



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

4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

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

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

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

5. RETIREMENT AGE

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

6. TRANSFERS

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

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

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

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

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

8. MISCONDUCT

Misconduct may include but is not limited to:

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

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

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

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

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Ranjitha N

Signature

Name





Apr 4, 2022

Ms. Ranjitha N

**Opposite Biec , Madavara , 1St Cross , #164 Nataraj
Building , Madavara Post , Bangalore North
Karnataka, 562162**

India

Training Bond

Dear Ranjitha:

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

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

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

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
7284E77297BF40A...

By:

Signature

Authorized Signatory





Deloitte Tax Services India Private Limited
Deloitte Tower Survey No. 41 Gachibowli Village, Ranga
Reddy District, CIRCLE 3, Hyderabad - 500032,
Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Apr 4, 2022

Mr. Rajarshi Ghosh

Kusum Vihar, Sanchita Apartment, Block B, 3Rd Floor, Flat No 4
Dhanbad, Jharkhand, 826005
India

Subject: Offer of Employment

Dear Rajarshi:

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2022**.

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

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

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

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

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2022**, or an alternative mutually agreed upon date.



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

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

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

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

Sincerely,

For Deloitte Tax Services India Private Limited

Best regards,

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
7284E77297BF40A...

By: _____
Signature

Authorized Signatory

Acceptance

I, **Rajarshi**, hereby accept the terms and conditions of this employment offer. Please sign and date your Acceptance

Signature

Date



Annexure A

Mr. Rajarshi Ghosh

Tax Consultant I -

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	17,500	210,000
House Rent Allowance (HRA)	8,750	105,000
Special Allowance ^{1a & 1b}	11,867	142,404
Leave Travel Allowance ²	1,750	21,000
Differential Allowance	5,833	69,996
Meal Card ³	2,200	26,400
Employer's contribution to PF	2,100	25,200
Total Salary (in Rs.)	50,000	600,000
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium ⁴	3,014	36,167

*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

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

**Employee Level -
Tax Consultant I***^{1a}Communication Expenses**^{1b}Fuel Expenses*

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

Petrol / Driver / Insurance / Repairs & Maintenance

Rs./₹3,000/- per month

Rs./₹7,500/- per month

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

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

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

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

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

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

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

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

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

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

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

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



Rajarshi Ghosh

Hyderabad

Annexure B

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

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

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

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

PROTECTION OF OUR BUSINESS

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

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

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

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

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



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

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

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

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

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

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

10. Ownership of Works.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

OTHER POST- EMPLOYMENT OBLIGATIONS

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

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

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

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

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

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

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

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

MISCELLANEOUS



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

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

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

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

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

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

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

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

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

For Deloitte Tax Services India Private Limited



OMKAR CHANDRAMOULI KONCHUR

Talent

Authorized Signatory

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Rajarshi Ghosh

Signature

Name

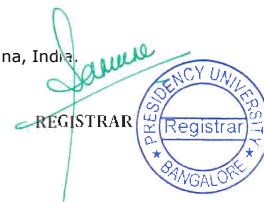


EXHIBIT A

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

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

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

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

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

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

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

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

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

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

Independence – National Office (Independence) of Deloitte LLP.

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

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

PCAOB – the United States Public Company Accounting Oversight Board.

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

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

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

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

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

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

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

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

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

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

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

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

[If yes, please enter details below]

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

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

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

Signature

Date

Rajarshi Ghosh

Name (Print)

ACCEPTED AND AGREED TO:

Deloitte Tax Services India Private Limited



OMKAR CHANDRAMOULI KONCHUR
Talent

Its: Authorized Signatory

Apr 4, 2022

Date

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

EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X

No, I do not have *Proceedings* to report

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

Signature

Rajarshi Ghosh

Name

Date

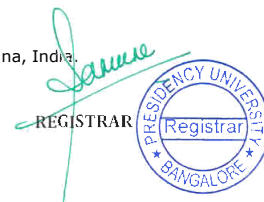


EXHIBIT D

Exceptions to Post-Employment Restrictions: re: Clients

[none, unless otherwise specified]

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

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

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

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

Deloitte Tax Services India Private Limited

OMKAR CHANDRAMOULI KONCHUR
Talent

Its: Authorized Signatory

Apr 4, 2022
_____ Date

I have read and understood the above policy terms.

Signature Rajarshi Ghosh
Name _____ Date _____

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



Terms and Conditions of Service

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

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

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

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

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

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

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

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

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

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

3. HARRASSMENT POLICY

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



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

4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

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

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

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

5. RETIREMENT AGE

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

6. TRANSFERS

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

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

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

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

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

8. MISCONDUCT

Misconduct may include but is not limited to:

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

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

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

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

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Rajarshi Ghosh

Signature

Name





Apr 4, 2022

Mr. Rajarshi Ghosh

**Kusum Vihar, Sanchita Apartment, Block B, 3Rd
Floor, Flat No 4 Dhanbad, Jharkhand, 826005**

India

Training Bond

Dear Rajarshi:

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

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

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

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
7284E77297BF40A...

By:

Signature

Authorized Signatory





Deloitte Tax Services India Private Limited
Deloitte Tower Survey No. 41 Gachibowli Village, Ranga
Reddy District, CIRCLE 3, Hyderabad - 500032,
Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Apr 4, 2022

Mr. Darshan M R

#1868/13,7Th Main, Swamy Vivekananda Badavane
Davangere, Karnataka, 577004
India

Subject: Offer of Employment

Dear Darshan:

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2022**.

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

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

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

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

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2022**, or an alternative mutually agreed upon date.



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

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

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

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

Sincerely,

For Deloitte Tax Services India Private Limited

Best regards,

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
7284E77297BF40A...

By: _____
Signature

Authorized Signatory

Acceptance

I, **Darshan**, hereby accept the terms and conditions of this employment offer. Please sign and date your Acceptance

Signature

Date



Annexure A

Mr. Darshan M R

Tax Consultant I -

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	17,500	210,000
House Rent Allowance (HRA)	8,750	105,000
Special Allowance ^{1a & 1b}	11,867	142,404
Leave Travel Allowance ²	1,750	21,000
Differential Allowance	5,833	69,996
Meal Card ³	2,200	26,400
Employer's contribution to PF	2,100	25,200
Total Salary (in Rs.)	50,000	600,000
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium ⁴	3,014	36,167

*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

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

**Employee Level -
Tax Consultant I**^{1a}Communication Expenses^{1b}Fuel Expenses

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

Petrol / Driver / Insurance / Repairs & Maintenance

Rs./₹3,000/- per month

Rs./₹7,500/- per month

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

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

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

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

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

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

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

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

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

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

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

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



Darshan M R

Hyderabad

Annexure B

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

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

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

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

PROTECTION OF OUR BUSINESS

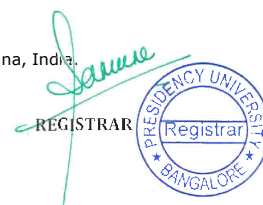
3. Reporting of Proceedings. Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately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

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

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

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

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



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

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

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

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

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

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

10. Ownership of Works.

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

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

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

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

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



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

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

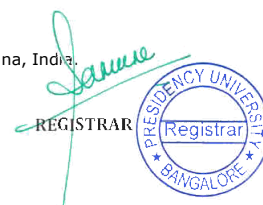
11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against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

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

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

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

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



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

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

OTHER POST- EMPLOYMENT OBLIGATIONS

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

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

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

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

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

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

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

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

MISCELLANEOUS



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

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

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

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

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

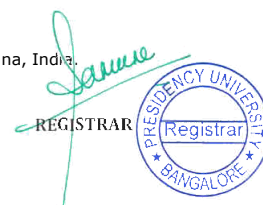
29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or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

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

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

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

For Deloitte Tax Services India Private Limited



OMKAR CHANDRAMOULI KONCHUR

Talent

Authorized Signatory

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Darshan M R

Signature

Name

REGISTRAR

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

Independence – National Office (Independence) of Deloitte LLP.

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

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

PCAOB – the United States Public Company Accounting Oversight Board.



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

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

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

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

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

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

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

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

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

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



EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

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

[If yes, please enter details below]

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

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

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

Signature

Date

Darshan M R

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited



OMKAR CHANDRAMOULI KONCHUR
Talent

Its: Authorized Signatory

Apr 4, 2022

Date

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



EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X

No, I do not have *Proceedings* to report

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

Signature

Darshan M R

Name

Date

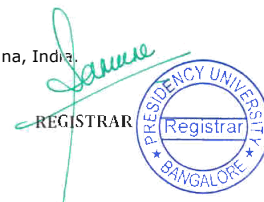


EXHIBIT D

Exceptions to Post-Employment Restrictions: re: Clients

[none, unless otherwise specified]

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

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

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

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

Deloitte Tax Services India Private Limited

OMKAR CHANDRAMOULI KONCHUR
Talent

Its: Authorized Signatory

Apr 4, 2022

_____ Date

I have read and understood the above policy terms.

Darshan M R

Signature Name Date

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



Terms and Conditions of Service

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

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

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

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

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

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

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

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

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

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

3. HARRASSMENT POLICY

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



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

4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

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

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

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

5. RETIREMENT AGE

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

6. TRANSFERS

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

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

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

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

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

8. MISCONDUCT

Misconduct may include but is not limited to:

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

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

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

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

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Darshan M R

Signature

Name





Apr 4, 2022

Mr. Darshan M R

**#1868/13,7Th Main, Swamy Vivekananda Badavane
Davangere, Karnataka, 577004**

India

Training Bond

Dear Darshan:

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

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

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

Sincerely,

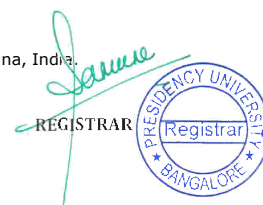
For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
7284E77297BF40A...

By:

Signature

Authorized Signatory





Deloitte Tax Services India Private Limited
Deloitte Tower Survey No. 41 Gachibowli Village, Ranga
Reddy District, CIRCLE 3, Hyderabad - 500032,
Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Apr 4, 2022

Mr. Keerthesh R R

House No 19, Naidu Street, Chikkamalapura, Naidu Street
Chikkamalapura, Kollegal (Tq), Karnataka, 571440
India

Subject: Offer of Employment

Dear Keerthesh:

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2022**.

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

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

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

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

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2022**, or an alternative mutually agreed upon date.



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

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

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

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

Sincerely,

For Deloitte Tax Services India Private Limited

Best regards,

DocuSigned by:
Chandra Shekar Heggannur Shivaramu
7284E77297BF40A...

By: _____
Signature

Authorized Signatory

Acceptance

I, **Keerthesh**, hereby accept the terms and conditions of this employment offer. Please sign and date your Acceptance

Signature

Date



Annexure A

Mr. Keerthesh R R

Tax Consultant I -

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	17,500	210,000
House Rent Allowance (HRA)	8,750	105,000
Special Allowance ^{1a & 1b}	11,867	142,404
Leave Travel Allowance ²	1,750	21,000
Differential Allowance	5,833	69,996
Meal Card ³	2,200	26,400
Employer's contribution to PF	2,100	25,200
Total Salary (in Rs.)	50,000	600,000
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium ⁴	3,014	36,167

*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

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

**Employee Level -
Tax Consultant I**^{1a}Communication Expenses^{1b}Fuel Expenses

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

Petrol / Driver / Insurance / Repairs & Maintenance

Rs./₹3,000/- per month

Rs./₹7,500/- per month

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

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

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

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

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

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

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

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

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

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

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.



Keerthesh R R

Hyderabad

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. Pre-existing Agreements or Arrangements. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of Proceedings. Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial



interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property. I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. Security. I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of Works.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- Employment Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence- related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- Employment Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: Personnel and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing



services to, with, or on behalf of the *Deloitte Entity*.

16. Post- Employment Restrictions re: Deloitte Property. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

OTHER POST- EMPLOYMENT OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- Employment Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

22. Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS



24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited





OMKAR CHANDRAMOULI KONCHUR

Talent

Authorized Signatory

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Keerthesh R R

Signature

Name

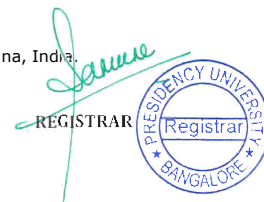


EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.



Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works of a Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity*.

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<u>Title</u>	<u>Date</u>	<u>Brief Description</u>
--------------	-------------	--------------------------

Signature

Date

Keerthesh R R

Name (Print)

ACCEPTED AND AGREED TO:

Deloitte Tax Services India Private Limited



OMKAR CHANDRAMOULI KONCHUR
Talent

Its: Authorized Signatory

Apr 4, 2022

Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

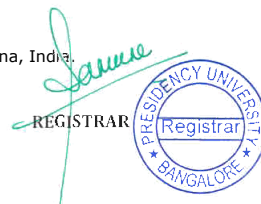


EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Signature

Keerthesh R R

Name

Date

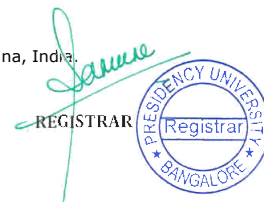


EXHIBIT D

Exceptions to Post-Employment Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-Employment Restrictions
re: Clients

X No, I do not have
Post-Employment Restrictions
re: Clients

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

Deloitte Tax Services India Private Limited

OMKAR CHANDRAMOULI KONCHUR
Talent

Its: Authorized Signatory

Apr 4, 2022

Date

I have read and understood the above policy terms.

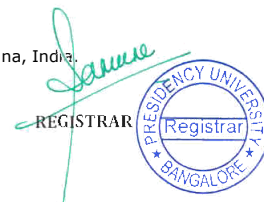
Keerthesh R R

Signature

Name

Date

An *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

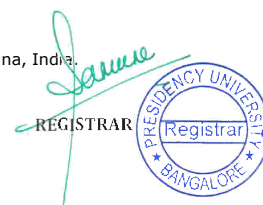
Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in



accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.

- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e.

<https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Keerthesh R R

Signature

Name





Apr 4, 2022

Mr. Keerthesh R R

House No 19, Naidu Street, Chikkamalapura, Naidu Street Chikkamalapura, Kollegal (Tq), Karnataka, 571440

India

Training Bond

Dear Keerthesh:

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
7284E77297BF40A...

By:

Signature

Authorized Signatory





Deloitte Tax Services India Private Limited
Deloitte Tower Survey No. 41 Gachibowli Village, Ranga
Reddy District, CIRCLE 3, Hyderabad - 500032,
Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Apr 4, 2022

Mr. Ellora Sarkar

182, East Santoshpur Co-Operative Housing Society, Kolkata-
700099 West Bengal, 700099
India

Subject: Offer of Employment

Dear Sarkar:

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2022**, or an alternative mutually agreed upon date.



This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

Sarkar, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited

Best regards,

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
7284E77297BF40A...

By: _____
Signature

Authorized Signatory

Acceptance

I, **Sarkar**, hereby accept the terms and conditions of this employment offer. Please sign and date your Acceptance

Signature

Date



Annexure A

Mr. Ellora Sarkar

Tax Consultant I -

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	17,500	210,000
House Rent Allowance (HRA)	8,750	105,000
Special Allowance ^{1a & 1b}	11,867	142,404
Leave Travel Allowance ²	1,750	21,000
Differential Allowance	5,833	69,996
Meal Card ³	2,200	26,400
Employer's contribution to PF	2,100	25,200
Total Salary (in Rs.)	50,000	600,000
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium ⁴	3,014	36,167

*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

¹All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -
Tax Consultant I**^{1a}Communication Expenses^{1b}Fuel Expenses

Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.

Petrol / Driver / Insurance / Repairs & Maintenance

Rs./₹3,000/- per month

Rs./₹7,500/- per month

^{1a} The internet/telephone/mobile bills should be in the Employee's name.

^{1b} For claiming vehicle running expenses (Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current prerequisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		Two Wheelers
	<= 1600 cc	> 1600 cc	
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above Senior Staff are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

² The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

³ Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

⁴ Annual Floating Medical Insurance Coverage for self and 6 dependents is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.



Ellora Sarkar

Hyderabad

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. Pre-existing Agreements or Arrangements. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of Proceedings. Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial



interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property. I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. Security. I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of Works.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- Employment Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence- related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- Employment Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: Personnel and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing



services to, with, or on behalf of the *Deloitte Entity*.

16. Post- Employment Restrictions re: Deloitte Property. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

OTHER POST- EMPLOYMENT OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- Employment Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

22. Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS



24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited



OMKAR CHANDRAMOULI KONCHUR

Talent

Authorized Signatory

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Elora Sarkar

Signature

Name



EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.



Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity*.

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<u>Title</u>	<u>Date</u>	<u>Brief Description</u>
--------------	-------------	--------------------------

Signature

Date

Ellora Sarkar

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited



OMKAR CHANDRAMOULI KONCHUR
Talent

Its: Authorized Signatory

Apr 4, 2022

Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.



EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Signature

Ellora Sarkar

Name

Date

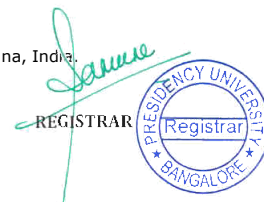


EXHIBIT D

Exceptions to Post-Employment Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-Employment Restrictions
re: Clients

X No, I do not have
Post-Employment Restrictions
re: Clients

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

Deloitte Tax Services India Private Limited



OMKAR CHANDRAMOULI KONCHUR
Talent

Its: Authorized Signatory

Apr 4, 2022

Date

I have read and understood the above policy terms.

Ellora Sarkar

Signature

Name

Date

An *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittonet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittonet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in

accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.

- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer’s telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer’s policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)’s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer’s Intranet site i.e.

<https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Elora Sarkar

Signature

Name





Apr 4, 2022

Mr. Ellora Sarkar

**182, East Santoshpur Co-Operative Housing
Society, Kolkata-700099 West Bengal, 700099**

India

Training Bond

Dear Sarkar:

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
7284E77297BF40A...

By:

Signature

Authorized Signatory





Deloitte Tax Services India Private Limited
Deloitte Tower Survey No. 41 Gachibowli Village, Ranga
Reddy District, CIRCLE 3, Hyderabad - 500032,
Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Apr 4, 2022

Ms. Jinu Mariam Mathew

No.25 1St Floor 8Th D Cross Msr Nagar, Bangalore
Karnataka, 560054
India

Subject: Offer of Employment

Dear Jinu Mariam:

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

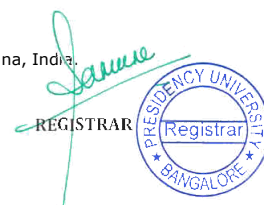
As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2022**, or an alternative mutually agreed upon date.



This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

Jinu Mariam, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited

Best regards,

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
7284E77297BF40A...

By: _____
Signature

Authorized Signatory

Acceptance

I, **Jinu Mariam**, hereby accept the terms and conditions of this employment offer. Please sign and date your Acceptance

Signature

Date



Annexure A

Ms. Jinu Mariam Mathew

Tax Consultant I -

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	17,500	210,000
House Rent Allowance (HRA)	8,750	105,000
Special Allowance ^{1a & 1b}	11,867	142,404
Leave Travel Allowance ²	1,750	21,000
Differential Allowance	5,833	69,996
Meal Card ³	2,200	26,400
Employer's contribution to PF	2,100	25,200
Total Salary (in Rs.)	50,000	600,000
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium ⁴	3,014	36,167

*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

¹All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -
Tax Consultant I**^{1a}Communication Expenses^{1b}Fuel Expenses

Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.

Petrol / Driver / Insurance / Repairs & Maintenance

Rs./₹3,000/- per month

Rs./₹7,500/- per month

^{1a} The internet/telephone/mobile bills should be in the Employee's name.

^{1b} For claiming vehicle running expenses (Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current prerequisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		Two Wheelers
	<= 1600 cc	> 1600 cc	
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above Senior Staff are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

² The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

³ Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

⁴ Annual Floating Medical Insurance Coverage for self and 6 dependents is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.



Jinu Mariam Mathew

Hyderabad

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. Pre-existing Agreements or Arrangements. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of Proceedings. Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial



interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property. I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. Security. I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of Works.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- Employment Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence- related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- Employment Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: Personnel and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing



services to, with, or on behalf of the *Deloitte Entity*.

16. Post- Employment Restrictions re: Deloitte Property. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

OTHER POST- EMPLOYMENT OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- Employment Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

22. Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS



24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

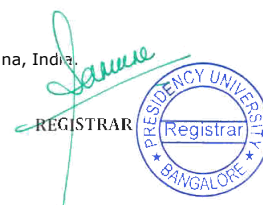
29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited





OMKAR CHANDRAMOULI KONCHUR

Talent

Authorized Signatory

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Jinu Mariam Mathew

Signature

Name

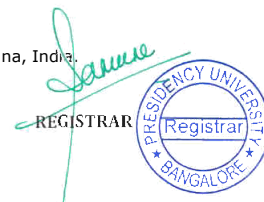


EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity*.

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

Title **Date** **Brief Description**

Signature

Date

Jinu Mariam Mathew

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

OMKAR CHANDRAMOULI KONCHUR
Talent

Its: Authorized Signatory

Apr 4, 2022

Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

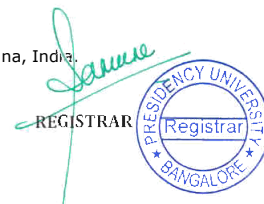


EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Signature

Jinu Mariam Mathew

Name

Date

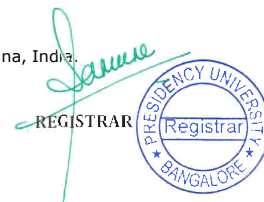


EXHIBIT D

Exceptions to Post-Employment Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-Employment Restrictions
re: Clients

X No, I do not have
Post-Employment Restrictions
re: Clients

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

Deloitte Tax Services India Private Limited

OMKAR CHANDRAMOULI KONCHUR
Talent

Its: Authorized Signatory

Apr 4, 2022
_____ Date

I have read and understood the above policy terms.

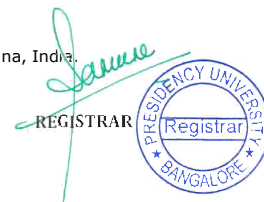
Jinu Mariam Mathew

Signature

Name

Date

An *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in



accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.

- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e.

<https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Jinu Mariam Mathew

Signature

Name



Apr 4, 2022

Ms. Jinu Mariam Mathew

**No.25 1St Floor 8Th D Cross Msr Nagar, Bangalore
Karnataka, 560054**

India

Training Bond

Dear Jinu Mariam:

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
7284E77297BF40A...

By:

Signature

Authorized Signatory





Deloitte Tax Services India Private Limited
Deloitte Tower Survey No. 41 Gachibowli Village, Ranga
Reddy District, CIRCLE 3, Hyderabad - 500032,
Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Apr 4, 2022

Ms. Shambhavi Huli

H No 11 Shivalaya Building, Near Siddappajja Temple, Rajeev
Nagar, Hubli, Karnataka, 580031
India

Subject: Offer of Employment

Dear Shambhavi:

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2022**, or an alternative mutually agreed upon date.



This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

Shambhavi, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited

Best regards,

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
7284E77297BF40A...

By: _____
Signature

Authorized Signatory

Acceptance

I, **Shambhavi**, hereby accept the terms and conditions of this employment offer. Please sign and date your Acceptance

Signature

Date



Annexure A

Ms. Shambhavi Huli

Tax Consultant I -

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	17,500	210,000
House Rent Allowance (HRA)	8,750	105,000
Special Allowance ^{1a & 1b}	11,867	142,404
Leave Travel Allowance ²	1,750	21,000
Differential Allowance	5,833	69,996
Meal Card ³	2,200	26,400
Employer's contribution to PF	2,100	25,200
Total Salary (in Rs.)	50,000	600,000
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium ⁴	3,014	36,167

*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

¹All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -
Tax Consultant I***^{1a}Communication Expenses**^{1b}Fuel Expenses*

Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.

Petrol / Driver / Insurance / Repairs & Maintenance

Rs./₹3,000/- per month

Rs./₹7,500/- per month

^{1a} The internet/telephone/mobile bills should be in the Employee's name.

^{1b} For claiming vehicle running expenses (Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current prerequisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		Two Wheelers
	<= 1600 cc	> 1600 cc	
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above Senior Staff are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

² The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

³ Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

⁴ Annual Floating Medical Insurance Coverage for self and 6 dependents is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.



Shambhavi Huli

Hyderabad

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. Pre-existing Agreements or Arrangements. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of Proceedings. Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial



interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property. I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. Security. I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of Works.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- Employment Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence- related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- Employment Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: Personnel and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing



services to, with, or on behalf of the *Deloitte Entity*.

16. Post- Employment Restrictions re: Deloitte Property. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

OTHER POST- EMPLOYMENT OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- Employment Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

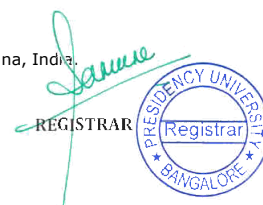
20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

22. Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS



24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited





OMKAR CHANDRAMOULI KONCHUR

Talent

Authorized Signatory

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Shambhavi Huli

Signature

Name

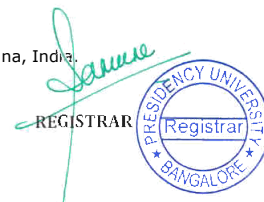


EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

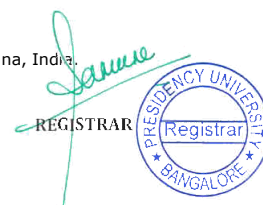
Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.



Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity*.

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<u>Title</u>	<u>Date</u>	<u>Brief Description</u>
--------------	-------------	--------------------------

Signature

Date

Shambhavi Huli

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited



OMKAR CHANDRAMOULI KONCHUR
Talent

Its: Authorized Signatory

Apr 4, 2022

Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.



EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Signature

Shambhavi Huli

Name

Date

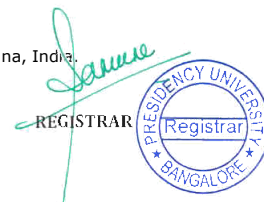


EXHIBIT D

Exceptions to Post-Employment Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-Employment Restrictions
re: Clients

X No, I do not have
Post-Employment Restrictions
re: Clients

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

Deloitte Tax Services India Private Limited

OMKAR CHANDRAMOULI KONCHUR
Talent

Its: Authorized Signatory

Apr 4, 2022

Date

I have read and understood the above policy terms.

Shambhavi Huli

Signature

Name

Date

An *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittonet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittonet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in



accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.

- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e.

<https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Shambhavi Huli

Signature

Name



Apr 4, 2022

Ms. Shambhavi Huli

**H No 11 Shivalaya Building, Near Siddappajja
Temple, Rajeev Nagar, Hubli, Karnataka, 580031**

India

Training Bond

Dear Shambhavi:

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

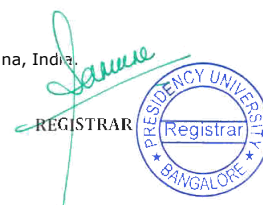
For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
7284E77297BF40A...

By:

Signature

Authorized Signatory





Deloitte Tax Services India Private Limited
Deloitte Tower Survey No. 41 Gachibowli Village, Ranga
Reddy District, CIRCLE 3, Hyderabad - 500032,
Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Apr 4, 2022

Ms. Kulsoom Firdose

No 345/C Type 3, West Colony Rail Wheel Factory, Yelahanka
New Town, Bangalore, Karnataka, 560064
India

Subject: Offer of Employment

Dear Kulsoom:

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

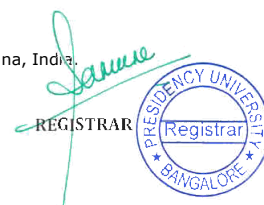
As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2022**, or an alternative mutually agreed upon date.



This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

Kulsoom, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited

Best regards,

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
7284E77297BF40A...

By: _____
Signature

Authorized Signatory

Acceptance

I, **Kulsoom**, hereby accept the terms and conditions of this employment offer. Please sign and date your Acceptance

Signature

Date



Annexure A

Ms. Kulsoom Firdose

Tax Consultant I -

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	17,500	210,000
House Rent Allowance (HRA)	8,750	105,000
Special Allowance ^{1a & 1b}	11,867	142,404
Leave Travel Allowance ²	1,750	21,000
Differential Allowance	5,833	69,996
Meal Card ³	2,200	26,400
Employer's contribution to PF	2,100	25,200
Total Salary (in Rs.)	50,000	600,000
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium ⁴	3,014	36,167

*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

¹All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -
Tax Consultant I**^{1a}Communication Expenses^{1b}Fuel Expenses

Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.

Petrol / Driver / Insurance / Repairs & Maintenance

Rs./₹3,000/- per month

Rs./₹7,500/- per month

^{1a} The internet/telephone/mobile bills should be in the Employee's name.

^{1b} For claiming vehicle running expenses (Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current prerequisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		Two Wheelers
	<= 1600 cc	> 1600 cc	
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above Senior Staff are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

² The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

³ Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

⁴ Annual Floating Medical Insurance Coverage for self and 6 dependents is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.



Kulsoom Firdose

Hyderabad

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. Pre-existing Agreements or Arrangements. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of Proceedings. Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial



interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property. I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. Security. I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of Works.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- Employment Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence- related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- Employment Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: Personnel and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing



services to, with, or on behalf of the *Deloitte Entity*.

16. Post- Employment Restrictions re: Deloitte Property. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

OTHER POST- EMPLOYMENT OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- Employment Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

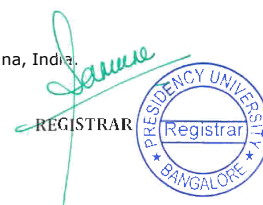
20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

22. Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS



24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited



OMKAR CHANDRAMOULI KONCHUR

Talent

Authorized Signatory

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Kulsoom Firdose

Signature

Name



EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.



Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity*.

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<u>Title</u>	<u>Date</u>	<u>Brief Description</u>
--------------	-------------	--------------------------

Signature

Date

Kulsoom Firdose

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited



OMKAR CHANDRAMOULI KONCHUR
Talent

Its: Authorized Signatory

Apr 4, 2022

Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

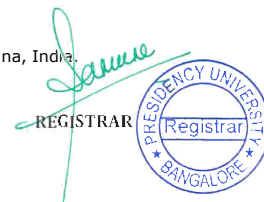


EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Signature

Kulsoom Firdose

Name

Date

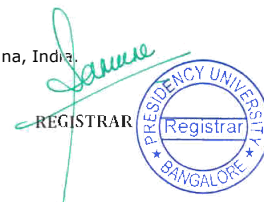


EXHIBIT D

Exceptions to Post-Employment Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-Employment Restrictions
re: Clients

X No, I do not have
Post-Employment Restrictions
re: Clients

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

Deloitte Tax Services India Private Limited

OMKAR CHANDRAMOULI KONCHUR
Talent

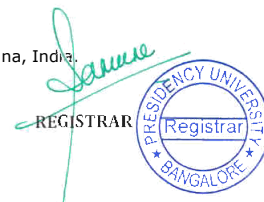
Its: Authorized Signatory

Apr 4, 2022
_____ Date

I have read and understood the above policy terms.

Signature Kulsoom Firdose
Name _____ Date _____

An *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in



accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.

- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer’s telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer’s policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)’s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer’s Intranet site i.e.

<https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Kulsoom Firdose

Signature

Name





Apr 4, 2022

Ms. Kulsoom Firdose

**No 345/C Type 3, West Colony Rail Wheel Factory,
Yelahanka New Town, Bangalore, Karnataka, 560064**

India

Training Bond

Dear Kulsoom:

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
7284E77297BF40A...

By:

Signature

Authorized Signatory





Deloitte Tax Services India Private Limited
Deloitte Tower Survey No. 41 Gachibowli Village, Ranga
Reddy District, CIRCLE 3, Hyderabad - 500032,
Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Apr 4, 2022

Mr. Allen Manoj Mathew

Valiyaparambil, Pulikuttissery, Kottayam,
Kottayam, Kerala 686015
India

Subject: Offer of Employment

Dear Allen Manoj:

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2022**, or an alternative mutually agreed upon date.



This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

Allen Manoj, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited

Best regards,

DocuSigned by:
Chandra Shekar Hegannur Shivaramu
7284E77297BF40A...

By: _____
Signature

Authorized Signatory

Acceptance

I, **Allen Manoj**, hereby accept the terms and conditions of this employment offer. Please sign and date your Acceptance

Signature

Date



Annexure A

Mr. Allen Manoj Mathew

Tax Consultant I -

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	17,500	210,000
House Rent Allowance (HRA)	8,750	105,000
Special Allowance ^{1a & 1b}	11,867	142,404
Leave Travel Allowance ²	1,750	21,000
Differential Allowance	5,833	69,996
Meal Card ³	2,200	26,400
Employer's contribution to PF	2,100	25,200
Total Salary (in Rs.)	50,000	600,000
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium ⁴	3,014	36,167

*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

¹All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -
Tax Consultant I**^{1a}Communication Expenses^{1b}Fuel Expenses

Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.

Petrol / Driver / Insurance / Repairs & Maintenance

Rs./₹3,000/- per month

Rs./₹7,500/- per month

^{1a} The internet/telephone/mobile bills should be in the Employee's name.

^{1b} For claiming vehicle running expenses (Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current prerequisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		Two Wheelers
	<= 1600 cc	> 1600 cc	
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above Senior Staff are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

² The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

³ Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

⁴ Annual Floating Medical Insurance Coverage for self and 6 dependents is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.



Allen Manoj Mathew

Hyderabad

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. Pre-existing Agreements or Arrangements. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of Proceedings. Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial



interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property. I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. Security. I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of Works.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

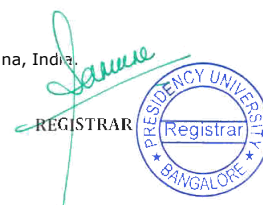
11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- Employment Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence- related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- Employment Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: Personnel and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing



services to, with, or on behalf of the *Deloitte Entity*.

16. Post- Employment Restrictions re: Deloitte Property. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

OTHER POST- EMPLOYMENT OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- Employment Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

22. Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS



24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited





OMKAR CHANDRAMOULI KONCHUR

Talent

Authorized Signatory

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Allen Manoj Mathew

Signature

Name

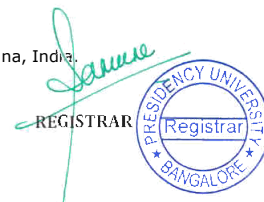


EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.



Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity*.

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<u>Title</u>	<u>Date</u>	<u>Brief Description</u>
--------------	-------------	--------------------------

Signature

Date

Allen Manoj Mathew

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited



OMKAR CHANDRAMOULI KONCHUR
Talent

Its: Authorized Signatory

Apr 4, 2022

Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

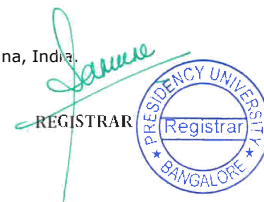


EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Signature

Allen Manoj Mathew

Name

Date

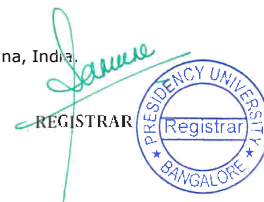


EXHIBIT D

Exceptions to Post-Employment Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-Employment Restrictions
re: Clients

X No, I do not have
Post-Employment Restrictions
re: Clients

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

Deloitte Tax Services India Private Limited

OMKAR CHANDRAMOULI KONCHUR
Talent

Its: Authorized Signatory

Apr 4, 2022

_____ Date

I have read and understood the above policy terms.

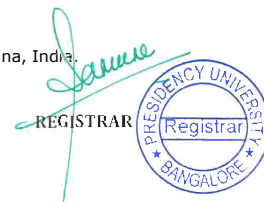
Allen Manoj Mathew

_____ Signature

_____ Name

_____ Date

An *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in



accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.

- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e.

<https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Allen Manoj Mathew

Signature

Name



Apr 4, 2022

Mr. Allen Manoj Mathew

**Valiyaparambil, Pulikkuttissery, Kottayam,
Kottayam, Kerala 686015**

India

Training Bond

Dear Allen Manoj:

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
7284E77297BF40A...

By: _____
Signature

Authorized Signatory





Deloitte Tax Services India Private Limited
Deloitte Tower Survey No. 41 Gachibowli Village, Ranga
Reddy District, CIRCLE 3, Hyderabad - 500032,
Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Apr 4, 2022

Ms. Annapoorani B

#50, Ganga Apt, 1st Main, 7th Cross, Ganganagar, R T Nagar
Bangalore, Karnataka, 560032
India

Subject: Offer of Employment

Dear Annapoorani:

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2022**, or an alternative mutually agreed upon date.



This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

Annappoorani, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited

Best regards,

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
7284E77297BF40A...

By: _____
Signature

Authorized Signatory

Acceptance

I, **Annappoorani**, hereby accept the terms and conditions of this employment offer. Please sign and date your Acceptance

Signature

Date



Annexure A

Ms. Annapoorani B

Tax Consultant I -

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	17,500	210,000
House Rent Allowance (HRA)	8,750	105,000
Special Allowance ^{1a & 1b}	11,867	142,404
Leave Travel Allowance ²	1,750	21,000
Differential Allowance	5,833	69,996
Meal Card ³	2,200	26,400
Employer's contribution to PF	2,100	25,200
Total Salary (in Rs.)	50,000	600,000
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium ⁴	3,014	36,167

*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

¹All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -
Tax Consultant I**^{1a}Communication Expenses^{1b}Fuel Expenses

Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.

Petrol / Driver / Insurance / Repairs & Maintenance

Rs./₹3,000/- per month

Rs./₹7,500/- per month

^{1a} The internet/telephone/mobile bills should be in the Employee's name.

^{1b} For claiming vehicle running expenses (Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current prerequisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above Senior Staff are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

² The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

³ Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

⁴ Annual Floating Medical Insurance Coverage for self and 6 dependents is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.



Annapoorani B

Hyderabad

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. Pre-existing Agreements or Arrangements. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of Proceedings. Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial



interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property. I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. Security. I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of Works.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- Employment Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence- related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- Employment Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: Personnel and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing



services to, with, or on behalf of the *Deloitte Entity*.

16. Post- Employment Restrictions re: Deloitte Property. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

OTHER POST- EMPLOYMENT OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- Employment Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

22. Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS



24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited





OMKAR CHANDRAMOULI KONCHUR

Talent

Authorized Signatory

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Annapoorani B

Signature

Name

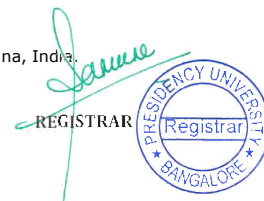


EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works of a Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity*.

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<u>Title</u>	<u>Date</u>	<u>Brief Description</u>
--------------	-------------	--------------------------

Signature

Date

Annapoorani B

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited



OMKAR CHANDRAMOULI KONCHUR
Talent

Its: Authorized Signatory

Apr 4, 2022

Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

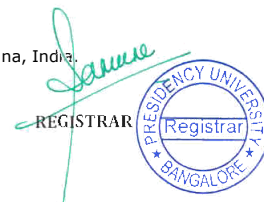


EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Signature

Annappoorani B

Name

Date

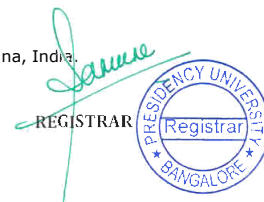


EXHIBIT D

Exceptions to Post-Employment Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-Employment Restrictions
re: Clients

X No, I do not have
Post-Employment Restrictions
re: Clients

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

Deloitte Tax Services India Private Limited

OMKAR CHANDRAMOULI KONCHUR
Talent

Its: Authorized Signatory

Apr 4, 2022
_____ Date

I have read and understood the above policy terms.

_____ Annapoorani B _____
Signature Name Date

An *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in

accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.

- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer’s telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer’s policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)’s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer’s Intranet site i.e.

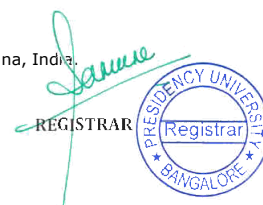
<https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **May 30, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Annappoorani B

Signature

Name





Apr 4, 2022

Ms. Annapoorani B

**#50,Ganga Apt, 1St Main, 7Th Cross, Ganganagar,
R T Nagar, Bangalore, Karnataka, 560032**

India

Training Bond

Dear Annapoorani:

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

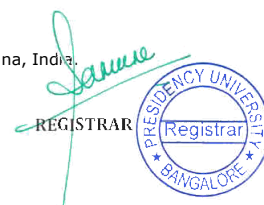
For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
7284E77297BF40A...

By:

Signature

Authorized Signatory





Deloitte Tax Services India Private Limited
Deloitte Tower Survey No. 41 Gachibowli Village, Ranga
Reddy District, CIRCLE 3, Hyderabad - 500032,
Telangana, India

Tel: +91 040 67621000
www.deloitte.com

Apr 4, 2022

Ms. Anishitha Ajith

18#A Shivathakthi Nilayam Hanumanth Nagar Dodda Gubbi
Post Beleshivale, Bangalore, Karnataka, 560077
India

Subject: Offer of Employment

Dear Anishitha:

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2022**, or an alternative mutually agreed upon date.



This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

Anishitha, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Tax Services India Private Limited

Best regards,

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
7284E77297BF40A...

By: _____
Signature

Authorized Signatory

Acceptance

I, **Anishitha**, hereby accept the terms and conditions of this employment

offer. Please sign and date your Acceptance

Signature

Date

