



Date: 14th April 2022

PERSONAL & CONFIDENTIAL

Dear Ritika Mishra,

We are pleased to extend you an offer to join Josh Talks as a Content Executive - Josh Talks Podcast. This letter will memorialize the terms of your Professional Service Contract with Josh Talks. Your Professional Service Contract is contingent on your ability to furnish Professional Service Contract eligibility documentation as required by law.

We look forward to your joining and helping us achieve the Organisation's mission.

The terms of your Professional Service Contract are as follows:

Nature of Role: Professional Service Contract

Start Date: 18th April 2022

End Date: 30th September 2022

Remuneration: INR 30,000 (10% Tax deduction as applicable) per month

Confidentiality: The existence, nature, terms and conditions of this Agreement are strictly confidential and shall not be disclosed by either of the parties in any manner or form, directly or indirectly, to any person or entity under any circumstances. Further, the remuneration shall strictly not be discussed with co-team team members.

Non-Compete: You agree that during the term of your Professional Service Contract and for a further period of 6 calendar months after separation from the Organisation, for whatever reasons, you shall not carry on or engage in directly or indirectly in any business which competes directly or indirectly with any or all the business pursued by the Organisation in any territory, whether in India or overseas, at the relevant point of time or proposed to be pursued by the Organisation in the immediate future, in respect of which proposal you were aware of or likely to be aware of considering the nature of your duties ("Restricted Business), other than through the Organisation.

Intellectual Property Rights: The intellectual property created by you in the course of your Professional Service Contract will be solely owned by Josh Talks. Josh Talks will have the right to produce, reproduce and monetise the content created during your term with the organisation.

Term: The duration of this Professional Service Contract will be of around 5 and a half months & may be terminated earlier by either party for any cause. The first 1 month of the term shall be a probationary period. In case of termination by Josh Talks, the notice period shall be 1 week and in case of termination by team member, the notice period shall be of 1 week. In case of termination by cause, no salary shall be remunerated thereafter.



Team member Agreement: To protect the interests of the Organisation, you will need to sign the Organisation's standard Terms & Conditions of Professional Service Contract (attached as Exhibit A), invention assignment agreement, Josh Talks Private Limited Confidentiality Agreement and conflict of interest agreement (collectively, the "Team member Agreements") as a condition of your Professional Service Contract.

Workplace Conduct: The organization has a very strict policy against sexual harassment. Sexual harassment will not be tolerated either in the office premises or whilst on assignment or in any place visited by the team member arising out of or during the course of Professional Service Contract and includes transportation service provided by the organization and all your engagements as a representative of this organization. Sexual harassment shall be treated on par with other forms of misconduct under the Professional Service Contract and will attract disciplinary proceedings. Any person found involved in sexual harassment shall face severe consequences as mentioned under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, which can include deduction from salary or wages payable, initiation of criminal proceedings or termination of the Professional Service Contract. For the purpose of this clause, the expression 'sexual harassment' shall have the same meaning as under Section 2(n) and 3(2) of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013. For the purpose of clarification, this clause will be equally applicable to all team members, irrespective of their gender and will cover same-sex sexual harassment. You represent that your signing of this offer letter, and the Team member Agreements and your commencement of Professional Service Contract with the Organisation will not breach any agreement currently in place between yourself and current or past employers.

P.S. Kindly carry your laptop once you join in as we have a 'bring your own laptop' policy

Sincerely,

Supriya Paul

I agree to the above-stated terms of the offer and accept the same.

Ritika Mishra



EXHIBIT: A - Terms & Conditions of Professional Service Contract

1. During the term of your Professional Service Contract with Josh Talks, you may not engage in any other Professional Service Contract or act in any way, which either conflicts with your duties and obligations to Josh Talks or is contrary to the policies or the interests of Josh Talks.
2. During the term of your Professional Service Contract with Josh Talks, you are required to disclose all material and relevant information, which may either affect your Professional Service Contract with Josh Talks currently or in the future or maybe in conflict with the terms of your Professional Service Contract with Josh Talks, either directly or indirectly. If at any time during your Professional Service Contract, if Josh Talks becomes aware that you have suppressed any material or relevant information required to be disclosed by you, Josh Talks reserves the right to forthwith terminate your Professional Service Contract without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you may have been in Professional Service contract with Josh Talks.
3. You agree to conform to and comply with Josh Talks' Policy and Josh Talks may from time to time give such directions and orders.
4. Notwithstanding anything mentioned in this Agreement, Josh Talks may terminate your Professional Service Contract, with immediate effect by notice in writing (without salary in lieu of notice), in the event of your misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct of, or breach of integrity, or embezzlement, or misappropriation or misuse by you of Josh Talks's property, or insubordination or failure to comply with the directions given to you by persons so authorized, or your insolvency or conviction for any offence involving moral turpitude, or breach by you of any terms of this Agreement or Josh Talks Policy or other documents or directions of Josh Talks, or irregularity in attendance, or your unauthorized absence of from the place of work for more than five (5) working days, or closure of the business of Josh Talks, or redundancy of your post on Josh Talks, or upon you conducting yourself in a manner which is regarded by Josh Talks as prejudicial to its own interests or to the interests of its clients.
5. Notwithstanding anything aforesaid, termination by you shall be subject to the satisfactory completion of all your existing duties, obligations and projects.
6. At the time of termination of your Professional Service Contract, if there are any dues from you, the same may be adjusted against any money due to you from Josh Talks on account of salary, bonus or any other such payments.
7. You agree that the laws of India shall govern the interpretation and enforcement of this Agreement and the provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern all disputes under this Agreement. The venue for arbitration will be New Delhi.



August 5, 2022

Keshav Gulati
D-3/71, Sector-16 Rohini
New Delhi
DL 110085

Dear Keshav,

Further to our discussions, we have the pleasure to offer you an appointment with Aon Consulting Private Limited ("Company/AON") as per the terms of reference given below. Notwithstanding anything contained hereinbelow, it is clarified that this offer of appointment is subject to your successful completion of the degree course you are currently enrolled in, and producing a certificate to that effect from your educational institution by **30th June 2023**

1. Appointment

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

1.2 Subject to your accepting this appointment letter and reporting to duty on or before August 12, 2022, your appointment is effective from the date of joining.

1.3 You have been aligned to the Hybrid model of work where in there will be a requirement for you to work from pre-defined office location or virtually; this will usually be less than but not always limited to 50%. Your current alignment for record keeping will remain IN-HA-Gurugram-Candor. You will be reporting to such person in Company as may be indicated to you from time to time. your services are transferable, and you can be transferred, seconded or deputed by the Company, whether in India or abroad, to any of its associate companies or to any other company or legal entity resulting out of any transfer of undertaking of the Company or as part of any restructuring or amalgamation or other similar scheme on such terms and conditions as applicable thereat.

1.4 As per the aligned work model, you should work with your manager to meet the expectations around virtual and physical presence at work. This is subject to change due to any change in Govt or Company Policies or any other business need that may arise in future. In case of a change in business requirement a due notice for the same shall be given to you to help work through the same. Your manager will notify the same depending upon operational needs, meetings, training or any office or client events.

1.5 Hybrid work modules are designed considering existing Government regulations, Company Policies and job requirement. In case there are changes on any of these, you will need to work from the Office location mentioned in your offer letter.

1.6 At any given point in time, your work location can be limited to the given list of cities in India only; A colleague may not choose to work while travelling outside India, unless the visit itself is for official business reasons.

1.7 All terms & conditions of Data confidentiality, Company IT assets protection and employment applies to this work module. You are solely responsible for any damage to IT assets that is allocated to you as per policy. In the event of any change in Company Policy relating to BYOD, the IT assets brought by you for performing office work will have necessary restrictions in place as per Company's Policy.

1.8 Responsibility of setting up seamless internet connectivity and designated workspace during virtual work period-entirely lies with you . If there are productivity time losses due to connectivity issues, you are expected to cover the losses through additional work contribution -thus avoiding any lapses on client/operational deliverables

1.9 In the event of repeated work disruptions for more than 2 days due to connectivity issues- you will be required to arrange for alternative arrangement that ensure seamless connectivity to Aon network within a week to ensure business continuity. In case you are unable to make a successful alternative arrangement, any non-productive days beyond 2 days will be considered as leave and adjusted against your Earned leaves. Your immediate manager's decision in such cases will be termed as final.

1.10 In case of events, training, team building activities, you may be required to visit a prescribed work location cost of which will be borne by business if it is different from the aligned work location; these will be events that will mandate your attendance and will be informed to you in advance.

2. Probation & Confirmation

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

3. Working Hours

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

4. Leaves

4.1 You will be entitled to leaves in accordance to the Company Leave Policy. All colleagues are encouraged to avail their accumulated leave balance, to ensure sufficient rest period away from work place as it is in the

best interests of the associate and the firm to take annual leave. However, you must obtain prior approval of the concerned Manager prior to availing leaves.

5. Termination

5.1 The Company may terminate your employment immediately without any compensation or notice thereof, if you fail to submit a certificate from your educational institution certifying that you have successfully completed the degree course you are currently enrolled in by **30th June 2023**

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

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

5.3 The Company may terminate your services immediately without any compensation or notice thereof, if you are in material breach of your duties or obligations, or commit breach of trust or gross indiscipline or misconduct or commit breach of any applicable law or; of the Company Policies and Code of Business Conduct or any of the terms and conditions set forth herein, which breach either (i) is incapable of remedy; or (ii) if capable of remedy, has not been remedied by you for at least 5 days after receipt of notice from the Company. Such material breach would include your failure to comply with or committing breach of the provisions contained in this appointment letter, gross misconduct, financial irregularities, breach of confidentiality/non-disclosure, breach of any applicable law or regulation, breach of the Company's Code of Business Conduct, refusal to carry out reasonable instructions and the like. The said right of the Company is without prejudice to its rights in law or equity to initiate other legal action as it deems fit to protect its interests.

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

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

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

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

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

6. Confidentiality & Employment Policy

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

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

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

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

7. Disclosure of Information

7.1 You shall not, except in the course of your duties or unless ordered to do so by a court of competent jurisdiction, either during or anytime after your employment with us, use or disclose to any person, firm or corporation any information relating to the organization, its business, clients or trade secrets which have come into your possession in the course of your employment with us including public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, any information or documents, official or

otherwise relating to Company or its subsidiaries or affiliates, customers, sub-contractors or any other person or company having any kind of association or relationship with Company and/or its subsidiaries or affiliates, except with prior written approval of Company.

8. Intellectual Property Rights

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

9. Compensation

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

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

9.2 It is however clarified that the Benefits as set forth in Part B of the Annexure respectively are provided on a voluntary basis by the Company in accordance with the Company Policy in force at present, and hence are liable to (i) change from time to time; or (ii) be withdrawn any time. During the term of your employment with Company, you will be subject to all such applicable rules and regulations in accordance with the Company Policy as may be in force from time to time.

10. Learning & Development

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

11. Non Competition Agreement

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

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

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

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

14. Service Agreement

14.1 During the course of your employment with the Company, you may require to undergo some training programs or engage in some process implementation or other skill enhancement activities in India or abroad and you shall be intimated of the same and the estimated amount involved during your offer process.

14.2 Regarding clause number 14.1, the Company reserves the right to ask you to sign a Service Agreement associated with such skill enhancement activities.

14.3 As and when you are in receipt of a copy of the Service Agreement you are required to read it in full and fill and submit to the Company.

14.4 You understand that the Service Agreement has to be duly filled and signed by you and by your surety. You also understand that a copy of the surety's ID Proof has to be submitted with the Service Agreement to the Company before date of joining. Failing to do so, may lead to the extending of date of joining the

Company. Failure to sign the Service Agreement within 3 days of joining may lead to legal action/termination of employment against you.

14.5 You understand the Company has the right to pursue legal action if there is a breach of Service Agreement signed by you during the course of your employment.

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

Sincere regards,

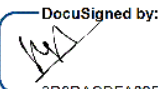
For Aon Consulting Private Limited

Makeish Shenoy

Authorized Signatory

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

Name: Keshav Gulati

DocuSigned by:

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8/5/2022



Compensation and Benefits Worksheet

Candidate Name: Keshav Gulati
Location: IN-HA-Gurugram-Candor
Role: IND H&B Analyst-Actuarial
Aon Level: 8 Role Level

	Per Annum	Per Month
Fixed Compensation		
Basic Salary	₹ 230,000.00	₹ 19,167.00
Company's contribution to PF*	₹ 27,600.00	₹ 2,300.00
Flexible Salary	₹ 185,600.00	₹ 15,467.00
Fixed Compensation	₹ 443,200.00	₹ 36,933.00
	Per Annum	Per Month
Statutory Bonus#	₹ 16,800.00	₹ 1,400.00
A. Total Salary & Allowances	₹ 460,000.00	₹ 38,333.00

B. Other Benefits

Current benefits available to you are as follows. Please refer to the latest company policies** (will be made available at the time of joining)

	Benefit Value***	Eligibility
Medical Hospitalization Insurance as per Company policy	₹ 500,000.00	Yes
Medical Benefit under the ESI Act (Applicable to employees with monthly gross compensation less Employer's Contribution to Provident Fund)	As per the Act	No
Life Insurance (3 times of Total Salary & Allowances)	₹ 1,380,000.00	
Personal Accident insurance (3 times of Total Salary & Allowances)	₹ 1,380,000.00	
Gratuity	As per the Act	
Annual Earned leaves Entitlement	21 days	
Annual Sick leaves Entitlement	12 days	
Annual Casual leaves Entitlement	Applicable to Noida Only	
Aon Holidays	10 Days	
Transportation	As per the Company Policy	

PF Clause - Two PF Options shall be offered to employee at the time of joining, and employee may choose any one option before their first payroll.

Option 1 - *The Company's & employee's contribution to Provident Fund is @ 12% of Basic salary each. (In case PF Contribution while choosing Option 1 is less than Rs.1800 per month then PF will be deducted at Rs.1800 per month.

Option 2 - Standard deduction of 1800 per month towards PF contribution each from company & employee's side calculated @ 12% of Rs.15,000.

If Option 2 of PF is chosen, remaining amount of Company's contribution is added to Flexible Salary. Further, the amount of 1800 per month will increase in case of change in law of land relating to PF.

In case no option is chosen, the PF deduction shall be considered as 12% of Basic Salary plan or minimum Rs.1800 per month whichever is higher for the ongoing financial year.

Please note that employee will be able to change option only once during the financial year.

Flexible Salary - Flexible Benefit Policy enables Aon colleagues to understand and manage the flexible pay component of their salary by determining which components may be availed to what extent and their related requirements, as per taxation rules.

The flexible benefit components include:

- Meal card Tax-free Component
- Telephone Reimbursement Tax-free Component
- Professional Development Allowance Tax-free Component
- Leave Travel Allowance • National Pension Scheme Tax-free Component
- Fuel Reimbursement
- House Rent Allowance (HRA)

The scope and eligibility of each tax-free component within the flexible allowance will vary per Aon Role Levels. Please refer to policy details when you join Aon

**Subject to change. Please refer to the latest company policies (will be made available at the time of joining)

***Cash in lieu (in case the benefit is not availed) is not payable

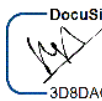
Statutory bonus though due within 8 months after the closure of financial books (on 31 March every year), shall be paid in advance every month on the maximum slab applicable (i.e. 20% of Rs.7,000/-) under the Payment of Bonus Act, 1965.

In case of ESI Eligibility as per ESI Act - Employee's contribution @ 0.75% on gross salary less Employer's contribution to PF and Employer's contribution @ 3.25% will be made by the Company directly to the Authorities for eligible employees.

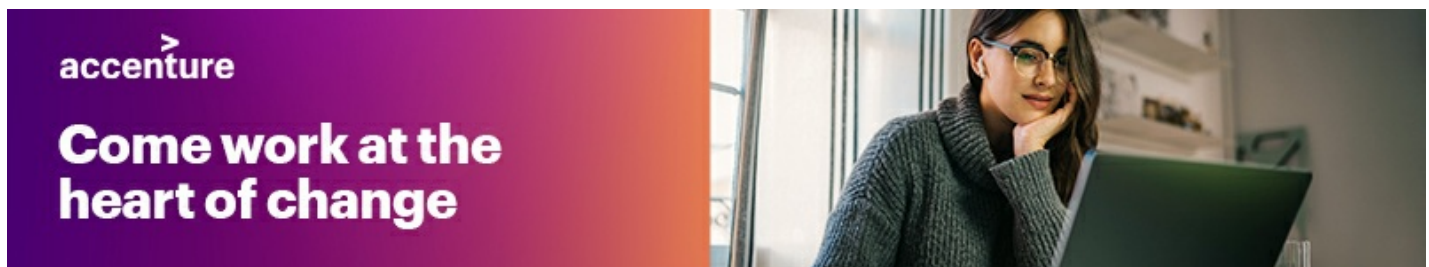
Colleagues with Noida as base locations will be entitled for 7 casual leaves.

Read and Accepted

Name: Keshav Gulati

DocuSigned by:

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8/5/2022



To,

Name : Manisha Chhabra

Re: Important information post your clearance of the interview process during the Campus Visit

Dear Manisha Chhabra,

This confirms you have cleared the initial interview process. Your journey for getting an Offer of Employment from Accenture has just begun. Please go through this communication to acquaint yourself of the various actions that your candidature will go through, before a release of Offer of Employment by Accenture.

At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked.

- **Document verification and checks** - Post accepting this Letter of Intent, you will have to submit certain prerequisites/documents. The offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer, we would like you to accept the offer within 7 Days from the day you receive the Offer Letter.
- **Information on Accenture's Pre-joiner-Learning Module** - As part of providing our new joiners a unique learning experience, Accenture proposes an online learning program – Fundamental Skill Primers. We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.
 - The learning module of this program is typically made available to potential new joiners to give them a reasonable time to learn at their pace and comfort.
 - After completing the Fundamentals Skill Primers Learning the potential new joiner will need to go through the Fundamental Skill Primers assessment.
 - After a new joiner has completed the Fundamental Skill Primers Program; they will need to undergo further Accenture stream specific trainings and assessments.

Each of such assessments including Primer assessment will add towards the final score. A min. of 60% will needed to be scored for successful clearance. If they are unable to score 60% in the first attempt, they will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning program.

If potential new joiners are unable to complete the Accenture specific stream training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

By completing 100% of Fundamental Skill Primers online modules before the Fundamental Skill Primers assessment and scoring 75% or above in the Fundamental Skill Primers assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

We wish you the best of this journey and congratulate you on clearing the interviews. Your proposed compensation for the ease of information and subject to release of an offer of employment by Accenture is as mentioned in **Annexure A**. Specific details will be mentioned in your formal offer letter.

Annexure A

- Career Level - 12
- Proposed role - Business & Technology Delivery Associate
- Annual fixed compensation for the fiscal will be **INR 4,50,000** it includes allowances and statutory benefits and will be structured in accordance with the Company's policy.
- Local Variable Bonus – At your career level, the maximum annual target variable pay-out is estimated as **INR 38,250**. The pay-out that you receive will depend on but not limited to your performance achievement and performance of Advance Technology Centers, India in the current company fiscal year.
- Joining Bonus - You are also eligible for a joining Bonus of **INR 50,000** payable upon successful completion of initial training as per company process.
- Maximum Annual Total earning potential – **INR 5,38,250**
- Additional Benefits – Gratuity as per law (as applicable) + Insurance premium (Notion Value) – **INR 11,800**
- Maximum Annual Total earning potential + Total Additional Notional Benefits – **INR 5,50,050**

Please note, the above is informative and not exhaustive, specific details will be in the offer letter.

“This is an electronically generated document does not require signatures”

Ref: 924352/2126492/FTC

Date: 31st July, 2022

Muskan Sharma
BC 68 C, Shalimar Bagh, East Delhi
Near Kali Badi Mandir, Delhi - 110088
Phone No: 8800850613

Subject – Fixed Term Contract

Dear **Muskan Sharma**,

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

1. With reference to our discussions, we are pleased to offer you appointment a Fixed Term Contract with our Organization at **Noida** for a period of **06 Months** with effect from **01st August, 2022** to **31st January, 2023** on the terms and conditions as specified in this Letter.
2. Your “Annual Total Cash Compensation” will be **Rs. 300000 (Rupees Three Lakhs Only)**. Please refer **Annexure-A** for details on the compensation and statutory deductions.
3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B**.
5. The term of your employment shall commence with effect from your date of joining which shall be on **01st August, 2022**, and is effective till **31st January, 2023**. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.
6. On the date of joining, you are requested to report to **Sweta Nautiyal** at **09:30 AM** to complete the joining formalities at **Tech Mahindra Limited, Plot No. 06, Tower C, Tech Boulevard, Sector-127, Noida - 201301**. At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.
7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.
8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the ‘acceptance copy’ to **Sweta Nautiyal** latest by **01st August, 2022**.

9. For any clarification / further Information on-

- Employment terms and conditions, please get in touch with Offers **Team** (E-Mail: PS00551100@Techmahindra.com)

For Tech Mahindra Limited



Mukul Sah
Group Function Head (Support) – Human Resource

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

Accepted

Date:

Signature of Candidate:

Annexure A

Name : Muskan Sharma
Title : Business Coordinator
Band : U1

Components of Total Cost to Company	Rs. (Per Annum)
Basic (@35% of Total Fixed Pay)	101429
HRA (@70% of Basic Pay)	71000
Bonus/Statutory Bonus	24000
Employer's contribution to Provident Fund (@12% of Basic Pay)	12171
Employer's contribution to ESIC (@3.25% of Fixed Pay)	0
Flexible Components of TFP ^	81196
Total Fixed Pay (Per Annum)	289796
Total Variable Pay (TVP) (Per Annum)**	0
Cost to Company (CTC)(A)	289796
Additional Benefits(B)	
Gratuity	0
Insurance Premiums (towards GTLI, GMIP and GPAI)	10204
Total Cost to Company (TCC) (Per Annum) -----(A) + (B)	300000
^ Under the 'Flexible Benefits Plan', you are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay	
LTA	25,000
Meal Voucher	26,400
Bonus / Statutory Bonus , if applicable, shall be paid in 12 equal monthly installments in advance along with your regular salary.	
Additional Benefits: In addition to the above, you will also be eligible for the below-mentioned benefits -	
i) Insurance a) Group Term Life Insurance (GTLI) Coverage: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of Rs. 20 lakhs to the beneficiary on the unfortunate death of the associate	
b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of Rs. 3 lakhs (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrollment of parents is not opted for, the applicable cover (for self only OR self +spouse+up to 2 children) will be Rs. 2 lakhs .	

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

ii) Company Transport:

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

With Best Wishes,
For Tech Mahindra Ltd.

Accepted



Mukul Sah
Group Function Head (Support) - Human Resources

Name:
Signature:
Date:

Annexure – B

1) Employment Agreement

a) Code of Conduct

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

b) Secrecy

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

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

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

d) Conflict of Interest

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

e) Non-Solicitation / Non-Compete

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this

Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

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

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

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

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

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and

- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) Confidentiality / Non-Disclosure

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

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

h) Non-Disparagement Obligations

You covenant and agree that, during the term of your employment and anytime thereafter, neither you nor any of your legal heirs or any person acting on your/their behalf, will in any way publicly disparage, bring into disrepute, defame, libel, slander or otherwise criticize the Company, its subsidiaries, affiliates, successors, assigns, officers, directors (including any former directors/ officers of the Company or its subsidiaries), employees, shareholders, agents, attorneys or representatives, or any of their clients, customers, partners,

other service providers, or any of their products or services, in any manner that would damage the business or reputation of the Company or any of its clients, customers, partners, other service providers. Any violation of this section shall necessitate an investigation and appropriate disciplinary action including termination from the services and/ or appropriate legal action.

2. Assignments/Transfer/Deputation

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

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

3. Termination of Employment

- (a) Either party can terminate this employment by serving a notice of 30 days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited. may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.
- (b) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.
- (c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.
- (d) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination.
- (e) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- (f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of

The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3(a)** herein above on the grounds of misrepresentation of facts.

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

4. Statement of Facts

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

5. Company Policies

You are required to comply with all the policies of the Company including but not limited to the Code of Ethical Business Conduct, the Policy on Prevention of Sexual Harassment and such other policies, as communicated to the associates of Tech Mahindra from time to time. In case of any violation or failure to comply with such Company Policy/policies, the Employee shall be subjected to the disciplinary action as per company policy. These policies are available on Tech Mahindra's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra's policies. Tech Mahindra reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. Personal Indebtedness

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

7. Restraints

Access to Information

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

Authorization

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

Smoking

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

Passwords

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

Unauthorized Software

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

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

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

(a) Destroying Papers & Material

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

(b) Use of Company Resources

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

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

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

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

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

8. Overseas Service Agreement

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

9. Intellectual Property Rights

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

10. Jurisdiction

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

11. Retirement

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

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

12. General

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

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.
 14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.
 15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.
-

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

Name in full :

Signature :

Address :

Date :

Place :

Annexure- C - Medical Declaration

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

Candidate's Medical History:

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

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

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

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

Candidate's Declaration:

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

Signature:

Name:

Date:

(DD/MM/YY)

Annexure – D – Checklist of the Documents

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

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

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

Annexure E - Confidentiality Agreement

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

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

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

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

Name:

Signature:

Date :

Annexure - F - Intellectual Property Assignment

Associate Name:

Associate ID:

Date:

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

(a) Intellectual Property Assignment

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

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

(b) Restrictions after Termination

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

WITNESSED

ACCEPTED

Annexure – G

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential

information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

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

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

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

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

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

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

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

The parties stipulate that the venues referenced in this Agreement are convenient.

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

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

Executed this _____ day of _____, 20____

Signature

Name of Candidate

For and on Behalf Of
Tech Mahindra Limited



Mukul Sah
Group Function Head (Support)– Human Resource

SSSSS

Annexure – H

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

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

I _____ Associate Id No _____

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview), I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and Principles contained therein.
I understand that any misinterpretation and /or false understanding given herein may attract penalties as laid down under the policy.
Authorized Signatory (HR) Signature of the Associate
Name:

LETTER OF APPOINTMENT

March 11, 2022

To,
Mr. Nityam Chhabra
House No 273, Sector 16
Faridabad, Haryana - 121002

Subject: Appointment as '**Brand Storyteller**' of **Fraktl Intelligence Private Limited**

Dear Nityam,

Further to our discussions, we are pleased to offer you a position of '**Brand Storyteller**' in **Fraktl Intelligence Private Limited ("Company")**, subject to the terms and provisions of this letter of appointment ("Appointment Letter") and the policies of the Company.

1. **Term:** Your employment will commence from **April 04th, 2022** ("Effective Date"). This Appointment Letter shall come into force on and from the Effective Date and shall remain in force until terminated in accordance with Clause 9 of this Appointment Letter ("Term").

2. **Designation:** Your designation will be '**Brand Storyteller**' in the Company, and you will report to such person(s) in the Company, as may be communicated to you from time to time. Your scope of work, roles and responsibilities will be communicated to you by the Company.

3. **Probation/Confirmation:** You will be on Probation for a period of Six months from the date of your joining. Based on your performance your services will be confirmed with the company in writing, after successful completion of the probation period. During the probation period if your performance is found to be unsatisfactory, the same may be extended for a maximum period of another three months, as per the discretion of the Management. During the Probation period your services can be terminated by giving seven days' notice from either side.

4. **Compensation and Benefits:**

- (i) You shall be entitled to compensation and benefits as set out in Annexure 1 to this Appointment Letter ("Compensation"). The Compensation for a calendar month shall be paid to you by the last working day of each calendar month or [1st] day of the succeeding calendar month. The Compensation shall be subject to applicable deductions and withholdings for income tax, contributions to provident fund, gratuity fund, superannuation fund, and other statutory benefits as applicable to you and in accordance with applicable laws and regulations.
- (ii) You will be solely liable for your personal tax liabilities and the Company makes no assurances that the remuneration has been structured in the most tax efficient manner or that the tax treatment applicable to certain emoluments, allowances or benefits will continue for the entire term of employment. The breakdown of the remuneration may need

to be revised from time to time in keeping with regulatory developments or otherwise, and the Company will not be liable for any additional tax liability that you may face due to such revisions.

5. **General terms and conditions of your Employment:**

- (i) Place of Work: Your principal place of work shall be the Company's office at Bangalore. The Company may, in its sole discretion, depute or transfer you to such other offices, branches, or at any of the Company's client's office, as may be required.
- (ii) Hours of Work: You shall be required to work for 9 hours per day for 6 days per week, or till such time as may be required for completion of any task. You may be required to work for additional hours, if required by the Company. However, you will not be entitled to any additional compensation or benefits for such additional hours.
- (iii) Travel: You may be required by the Company to travel within and outside India, as may be required. For this purpose, you must keep your passport valid at all times. Any costs incurred by you for travel, lodging or meals, will be reimbursed to you by the Company.
- (iv) Retirement: Your retirement age will be upon attaining the age of 60 (sixty) years, which shall be calculated as per the information and documents provided by you.
- (v) Personal Data: You will submit documents mentioned in Annexure 2 to this Appointment Letter. All documents/information submitted you shall be complete and accurate. In case of any changes in the documents/ information, you will submit such revised/ modified document/ information within 3 (three) working days from the change/ revision.

6. **Duties and Responsibilities:** During the Term, you will comply with the following terms and provisions:

- (i) You shall carry out your all duties which are normally associated with the employment in your position along with any other duties as may be prescribed from time to time;
- (ii) You shall in all respects carry out and use your best endeavors in carrying out the objects of the Company and protect its interest to the best of your ability and judgment and devote the whole of your time and attention to the business of the Company;
- (iii) You shall at all times, display good faith and exhibit a high degree of professionalism in the conduct of your professional duties;
- (iv) You shall, consistently, uphold the goodwill of the Company and shall not do anything that may adversely affect the Company;
- (v) You shall not undertake, directly or indirectly, other professional activities or activities that may in any manner, directly or indirectly, constitute a conflict of interest with the business of the Company whether or not you receive financial compensation for these activities;
- (vi) You shall not, in any manner, directly or indirectly, do or not do, any act that may result in any loss of revenue or loss of clients to the Company;

- (vii) You shall, in addition to the terms and conditions of employment, specifically stated in this Appointment Letter, comply with the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time; and
- (viii) Your employment shall also be governed by the statutory laws enacted by the Central or State Government or local authorities as may be applicable from time to time.

7. Confidentiality:

- (i) You shall not reveal to any person or entity and shall use your best endeavors to prevent the publication of or disclosure of any Confidential Information and any information pertaining to trade secrets or operations or dealings or any information concerning the organization, business, finances, transactions or affairs of the Company or any of its affiliates or its clients (which includes any information for the clients and information generated for clients), which may come to your knowledge. You shall keep complete secrecy of all Confidential Information or any other information entrusted to you and shall not use any such information in any manner which may injure or cause loss either directly or indirectly to the Company or its business or in any way be likely so to do.
- (ii) "Confidential information" shall include information on or pertinent to, without limitation inventions, know-how, trade secrets, works, designs and drawings, price lists, pricing methodologies, pricing policies, licenses, contract information, financial forecasts, historical financial data, budgets, customers, customer sales, customer proposals, sale forecasts, methods of operation, vendors, suppliers, contractors and partners (and their terms of business), purchasers, any proposals relating to the acquisition or disposal of any assets or business of the Company, any proposals relating to the expansion or contraction of activities, (business, research and development, construction, technical, sales and production) plans and processes, developments, research, techniques, improvements, procedures, specifications, ideas, computer hardware, computer software, software code, algorithms, procedures and methods of accounting, manners of doing business, marketing plans, personnel and employment matters (including details of employees and directors, the level of remuneration and benefits paid to them); all as acquired, developed, amended, used, generated and/or utilized by or on behalf the Company.
- (iii) Confidential Information shall also include any information or physical matter entrusted by third parties to the Company in confidence.

8. Intellectual Property Rights:

- (i) Any and all information/intellectual property which are developed or created by you during the Term, as part of your employment with the Company, shall be exclusive properties of the Company and the Company shall have the exclusive right and authority to exploit the said information and/or intellectual property in any manner it may deem fit. You shall not be entitled to use, disclose, and reproduce any such information / intellectual property without the prior written consent of the Company.

- (ii) To the extent that any such rights do not vest with the Company automatically as per the terms of this Clause7 or through operation of law, you hereby irrevocably and in perpetuity assign to the Company all of right, title and interest over such information/ intellectual property.
- (iii) You shall, for the purposes of the above, execute any document that the Company may, from time to time, require you to execute so as to enable the Company to protect and/or enforce any of its rights in respect of the said intellectual property under any law in force.
- (iv) You shall not infringe the rights, including any intellectual property rights, of any third party OR any rights of third parties to the extent that infringement results from copying, for the purpose of complying with your duties in the course of your employment with the Company.

9. **Non-Solicitation:** During the Term and for a period of 12 (twelve) months thereafter (“Non-Solicit Period”), you shall not:

- (i) in any manner, solicit or attempt to solicit any of the client, customers or other person to direct its purchase of the products and/or services of the Company either for yourself, or for any competitor;
- (ii) in any manner, solicit or attempt to influence any person, employed or engaged by the Company (whether as an employee, consultant, advisor or distributor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any other person including a competitor;
- (iii) in any manner, directly or indirectly contact or attempt to contact any client/customer/business associate (“Company’s Clients”) or solicit from any Company’s Clients, except on behalf of the Company, business of the type carried on by the Company or to persuade any Company’s Clients to cease doing business or to reduce the amount of business which any such Company’s Client has customarily done or might propose doing with the Company and/or its subsidiaries or damage in any way the business relationship that the Company has with any Company’s Clients, whether or not the relationship between the Company and such Company’s Clients was originally established in whole or in part through your efforts; and
- (iv) Employ or attempt to employ or assist anyone else to employ or otherwise associate any person who is in the employment of the Company or associated with the Company or was in the employment of the Company or otherwise associated with the Company at any time during the Non-Solicit Period.

10. **Termination:** Your employment with the Company may be terminated in the following events:

- (i) Termination without cause: Either you or the Company may terminate your employment with the Company and terminate this Appointment Letter, by giving 1 (One) month prior written notice;

- (ii) **Termination for Misconduct:** The Company may terminate your employment and this Appointment Letter, immediately and without any notice, if you (a) breach any provisions of this Appointment Letter and/ or the policies of the Company, (b) breach or violate any provisions of the applicable law, or (c) commit any Misconduct (as defined below).

“Misconduct” will include without limitation: (a) absence from the employment without prior notice in writing or without sufficient cause for 7(seven) days or more in a calendar month; (b) going on or abetting a strike in contravention of any law; (c) causing damage to the property of the Company; or (d) in any manner causing harm or detriment to the Company, including by act or omission diverting clients or potential clients to any other entity.

- (iii) **Termination for Disability:** If, in the opinion of the Company, you are unable to carry out the responsibilities and functions of the position held by you by reason of any physical or mental impairment for more than 60 (sixty) consecutive days or more than 120 (one hundred and twenty) days in any 12 (twelve) month period, then, the Company may terminate your employment and this Appointment Letter, subject to applicable law.
- (iv) **Termination due to death:** Your employment with the Company and this Appointment Letter will terminate forthwith upon your death and the Company shall not have any further liability or obligation to your heirs, executors, assigns or any other person claiming under or through your estate.

11. **Effect of Termination:** Notwithstanding anything contained in this Appointment Letter, upon termination of your employment by the Company for any reason whatsoever, you shall remain in full compliance with the confidentiality, non-disclosure and non-solicitation provisions set out in this Appointment Letter and the policies of the Company. You shall hand over all documents and materials constituting the property of the Company, including any proprietary rights, intellectual property rights and confidential information, which may be in the possession of you at the time of termination of your employment and this Appointment Letter.

12. **Compliance with Company’s policies:** You shall be under an obligation to observe and comply with all the policies of the Company including but not limited to the human resource policies of the Company, as amended from time to time.

13. **Severability:** Each provision of this Appointment Letter is severable. If one or more of the provisions in this Appointment Letter are deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Appointment Letter shall not be affected.

14. **Survival:** The provisions of this Appointment Letter including the contents of Schedules, which by their nature are intended to survive the termination or expiration of this letter of appointment/Appointment Letter, will survive the termination or expiration of this letter of appointment/Appointment Letter.

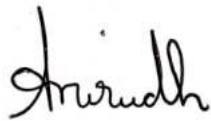
15. **Entire Agreement:** This Appointment Letter contains the entire agreement between you and the Company and supersedes and replaces any prior agreements (whether written or otherwise) and in respect of the subject matter contained herein.

16. **Governing Law and Jurisdiction:** The interpretation and enforcement of this Appointment Letter shall be governed by the laws of India and jurisdiction shall be exclusively vested in the courts of Cochin.

Request you to sign in the designated space given below, indicating your acceptance of the terms of the Appointment Letter and return a signed copy of this Appointment Letter to the Company.

Warm regards,

For an on behalf of **FRAKTL INTELLIGENCE PRIVATE LIMITED**



Name: Anirudh Rao

Designation: Co-Founder

AGREED AND ACCEPTED:

I, **Nityam Chhabra**, hereby agree and accept the terms of this Appointment Letter and agree to comply with the terms of the Appointment Letter.

Name: Nityam Chhabra

Signature:



ANNEXURE 1

COMPENSATION AND BENEFITS

A. Cost to Company (CTC) Breakup:

	Monthly	Annual
Basic	25,000	3,00,000
HRA	10,000	1,20,000
Fuel & Vehicle Allowance	2400	28,800
Telephone Allowance	2000	24,000
Food Allowance	2200	26,400
Special Allowance	8400	1,00,800
Cost to Company (CTC)	50,000	6,00,000

B. Miscellaneous:

1. Gratuity will be paid as per Payment of Gratuity Act, 1972.
2. Take home salary will be net after Income Tax and any other statutory deductions depending on your savings under various schemes. Also, the monthly take home may be impacted depending on the reimbursements claims every month.

ANNEXURE 2

LIST OF DOCUMENTS

Sl. No	Documents to be submitted	Format	
1	Proof of Age and Photo ID	Driver's License/ school Leaving Certificate/ PAN Card/ Passport/ Aadhar card	Photocopy
2	Proof of Residence	Telephone Bill/ Ration Card/ Voter ID Card/ Electricity Bill/ Rent Agreement/ Passport/ Aadhar Card	Photocopy
3	PAN Card	-	Photocopy
4	Educational Qualification	Mark sheets/Degree certificates of 10th, 12th and graduation degree	Photocopy
5	Two Color Passport size photographs	-	-

06-June-2022

Vanshika Saxena

Career Offer

Dear Vanshika,

We are pleased to offer you an appointment as per details given below:

- a) You will be designated as **TRAINEE - JOURNALIST**.
- b) You will be posted at **Noida**.
- c) You will be entitled to a compensation (cost to company) of **Rs. 380000/- (Three Lakh Eighty Thousand Rupees) per annum** including Variable Pay of **Rs. 38000/- (Thirty Eight Thousand Rupees)***.

This offer remains valid on compliance of the following conditions which are in accordance with organizational processes:

- Medical fitness being critical to an individual's contribution to business, the onus of submitting a medical fitness report from a recognized medical practitioner rests with you at the time of joining.
- In line with corporate governance & ethics of business, you shall agree to have necessary credential & reference verification administered on your educational/professional background.
- You will declare that you do not have any relative(s) working in any Essel Group Company. Relatives are defined as any blood relation, cousins, in-laws, spouse etc.
- You declare within seven days of receipt of this Offer Letter that you do not have any legal case pending against you in India or abroad, however in case there is any legal case is going on against you, the Company reserves the right to withdraw this offer at its discretion.
- You declare that you are not a director / partner in any firm. In case you are a director or partner in any company/firm, the Company reserves the right to withdraw this offer at its discretion.
- Submission of certificates/ proof of qualification and date of birth.
- Submission of passport size photographs (5).
- Submission of relieving letter/ certificate from the previous employer.
- Submission of proof of last salary drawn.
- Submission of dependent photographs (1/member).
- Photo ID of self - Aadhaar and Passport/Driving License/Voter ID.
- We would like to reiterate that this communication is private and confidential and not intended for perusal or information of any third party.
- Notwithstanding anything contained hereinabove, it is to be noted that this Offer is being made to you subject to and contingent upon successful completion of all background and reference checks along with the required supporting documentation. In case the background and reference checks are not found satisfactory by the Company, the Company shall be authorized to withdraw this Offer at its sole discretion with due intimation to you.

INDIADOTCOM DIGITAL PRIVATE LIMITED

(Formerly Rapidcube Technologies Private Limited, Wholly owned subsidiary of Zee Media Corporation Limited)

Registered Office - FC 19, Sector 16A, Film City, NOIDA, Gautam Buddha Nagar, Uttar Pradesh-201301, India

Office Locations - Noida • Bengaluru • Mumbai

info@india.com • Ph : 0120 - 2514700 • www.india.com • CIN-U93000UP2020PTC137165

We expect you to join as early as possible, but not later than **10-June-2022** failing which our offer will stand automatically cancelled. A detailed letter of appointment together with the break-up of CTC will be given to you after you join the organization. Please return the duplicate of this letter duly signed by you in confirmation of receipt and your acceptance.

Yours sincerely

for **Indiadotcom Digital Private Limited**



Ruchira Srivastava

Authorized Signatory

IMPORTANT NOTE -

The employee needs to be on the rolls of the company on the day of disbursement of Variable Pay. In case of separation during the year, no pro rata payment will be done.

The Company reserves the right to restructure your salary and components thereof at any point of time during your employment with the company.

All tax implications arising out of your salary structure shall be borne by you.

Please note that all above details are individual specific and hence strict confidentiality needs to be maintained.

INDIADOTCOM DIGITAL PRIVATE LIMITED

(Formerly Rapidcube Technologies Private Limited, Wholly owned subsidiary of Zee Media Corporation Limited)

Registered Office - FC 19, Sector 16A, Film City, NOIDA, Gautam Buddha Nagar, Uttar Pradesh-201301, India

Office Locations - Noida • Bengaluru • Mumbai

info@india.com • Ph : 0120 - 2514700 • www.india.com • CIN-U93000UP2020PTC137165

PRIVATE AND CONFIDENTIAL

18/07/2022

Candidate ID: 1651
Mr. Chirag Suri
29 Ganesh Nagar Second Floor
Nearest metro station janakpuri east
New Delhi, Delhi - 110018

SUBJECT: Offer of Employment and Appointment Letter

Dear Chirag,

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

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

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

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

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

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

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

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CIN U72300PN1998PTC187929

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

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

1. Appointment: You will be designated as **Process Associate** with effect from **07/19/2022**. You will report to Practice Head or such other person as may be notified, from time to time, in writing to you by the Company. Your appointment is subject to your being found medically fit and a satisfactory verification of your qualification, references and background checks.

2. Compensation: Your role is currently positioned in Band **1C** and your monthly compensation and other benefits will be as specified in **Annexure 'A'**. You shall adhere to all policies framed by the Company and as amended from time to time. Further, you shall be liable for any income tax and all other applicable taxes arising out of payments received by you by way of remuneration as stated in this clause.

3. Probation and Confirmation: From the date of appointment, you shall undergo 90 days of probation in the Company, which may be extended if so deemed necessary by the Company for such further period as it deems fit. If you successfully complete the probation period, either initial or extended as the case may be, the Company may in its sole discretion confirm your employment. On expiry of the aforesaid probation period, your employment with the Company would be deemed to be confirmed. During the probation period either party can terminate the contract of employment within 10 days' notice prior written notice without assigning any reasons thereof.

4. Notice Period and Termination: Your appointment with the Company will be subject to termination with **30 days** notice or payment in lieu thereof. Should you desire to resign from the Company you shall provide the Company with a prior written notice of similar period of such resignation or payment in lieu thereof at the discretion of the Company. However, in case any disciplinary proceedings are either contemplated or pending against you, the Company shall have the right not to accept your resignation. If you desire to resign from your services hereunder, you shall, notwithstanding the provision with respect to payment in lieu of the notice as provided hereunder, make yourself available during all office hours, for such period from the date of tendering your resignation, as maybe required by the Company at its discretion in order to ensure smooth transition.

5. Retirement: You shall retire upon attaining such retirement age as may be determined by the Company as per its policies from time to time. Upon such retirement, you shall cease to be an employee of the Company. The Company may, however, at its sole discretion, choose to extend the term of your employment for such further period as it may deem fit.

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

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

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

9. Confidentiality: You will maintain strict confidentiality as regards all matters concerning the Company and will not divulge any information regarding the Company to any third party, without the prior written consent of the Company. In addition to the provisions of this clause, your confidentiality obligations towards the Company shall be governed by the terms and conditions of the Confidentiality and No-Disclosure Agreement, attached hereto as **Annexure 'B'**, which shall be considered as an integral part of this Appointment Letter. In the event of any conflict, in respect of any confidentiality related provisions, between the contents of this Appointment Letter and the Confidentiality and Non-Disclosure Agreement, the provisions of the Confidentiality and Non-Disclosure Agreement shall take precedence.

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

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

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

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

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

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

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

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

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

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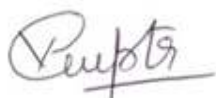
18. Severability: It may be noted that in the event any one or more provisions of this Appointment Letter shall for any reason be held to be invalid, void or unenforceable by any court or governmental agency, the remaining provisions of this Appointment Letter shall remain in full force and effect and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

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

Wishing you every success in this assignment!

Yours Sincerely,

For and behalf of,
IGT Solutions Pvt. Ltd.

A handwritten signature in dark ink, appearing to read 'Vineet Gupta', with a stylized flourish at the end.

Vineet Gupta
Vice President – HR

cc: Personal file

Agreed and Accepted

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

Name: Chirag Suri
Dated:

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Annexure 'A'
(Monthly compensation and other benefits)

Your Annual CTC is Rs. 324,000.00 for which the monthly calculation is given below:

COMPONENT	MONTHLY (IN RS.)	ANNUAL (IN RS.)	REMARKS
PAYROLL			
Basic	13,500.00	162,000.00	
HRA	9,450.00	113,400.00	
Special Allowance	652.00	7,824.00	
Ex Gratia (Statutory Bonus)	1,400.00	16,800.00	
TOTAL PAYROLL SALARY (A)	25,002.00	300,024.00	
Employee's Contribution			
Provident Fund	1,698.00	20,376.00	
ESIC	0.00	0.00	
EDF	25.00	300.00	
Total Deduction	1,723.00	20,676.00	
Take Home Salary	23,279.00	279,348.00	
Employer's Contribution			
Provident Fund	573.00	6,864.00	
Pension Fund	1,125.00	6,876.00	
ESIC	0.00	0.00	
Mediclinic	301.00	3,612.00	Self, Spouse & 2 Children
Total Salary	27,000.00	324,000.00	

Annexure 'B'
Proprietary Information and Non-Disclosure Agreement

18/07/2022

To

Chirag Suri
Candidate ID: 1651

29 Ganesh Nagar Second Floor
Nearest metro station janakpuri east
New Delhi, Delhi - 110018

E-mail ID: chigssuri222@gmail.com

Dear Chirag,

Subject: Confidentiality and Non-Disclosure Agreement

1. We refer to your offer of employment and appointment letter dated **07/19/2022 ("Appointment Letter")**. Please treat the contents of this Agreement as part and parcel of the said Appointment Letter, whereby the contents of this Agreement are incorporated into the Appointment Letter. In the event of any conflict between the contents and effect of this Agreement and the Appointment Letter, the contents of this Agreement shall take precedence.

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

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

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

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

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

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

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

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

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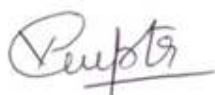
and you agree that Company or any of its holding company(ies), subsidiaries, affiliates and / or customers shall be free to seek any remedy under law including without limitation any temporary or permanent injunction and / or specific performance of this Agreement and/or the Appointment Letter in order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

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

Yours Sincerely,

For and on behalf of

IGT Solutions Pvt. Ltd.

A handwritten signature in black ink, appearing to read 'Vineet Gupta', with a horizontal line underneath.

Vineet Gupta
Vice President – HR

Agreed and Accepted

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

Name: Chirag Suri
Date: