



**5.2.1.1 - Number of outgoing students placed during the
2022-2023**
Proofs of Placement



Date: 13-12-2022

Subject: Offer of Employment

Dear **Abhishek KK,**

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. **Your joining will be subject to your successful clearance of On-boarding Assessment post your pre-joining training.**

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

For & on behalf of
HDFC Life Insurance Company Limited

A handwritten signature in blue ink that reads "Sushil".

Sushil Chander
Vice President – Human Resources

Annexure 1

Date: 13-12-2022

Name: Abhishek KK

Designation: Executive Trainee

Band: J2

CTC STRUCTURE		
Components	Per Annum	Per Month
(I) Fixed Pay		
Basic	142,500	11875
House Rent Allowance	85,500	7125
Other Allowance	117,992	9833
Bonus	48,046	4004
(II) Reimbursements		
LTA	11,875	990
Fuel	21,600	1800
Mobile Handset	10,000	833
Total Fixed Pay and Reimbursements	437,512	36,460
(III) Retirals		
Provident Fund	21,600	
Gratuity	6,888	
(IV) Valued Benefits		
Group Insurance Benefit	9,000	
Fixed Cost to Company (FCTC)	475,000	

Other Benefits (as per prevalent Company Policy):
Group Term Insurance: Term cover of INR 12,00,000 Mediclaim: INR2,00,000 for self and dependents



Date: 13-12-2022

Subject: Offer of Employment

Dear **Agnet Tomy**,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. **Your joining will be subject to your successful clearance of On-boarding Assessment post your pre-joining training.**

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

For & on behalf of
HDFC Life Insurance Company Limited

A handwritten signature in blue ink that reads "Sushil".

Sushil Chander
Vice President – Human Resources

Annexure 1

Date: 13-12-2022

Name: Aget Tomy

Designation: Executive Trainee

Band: J2

CTC STRUCTURE		
Components	Per Annum	Per Month
(I) Fixed Pay		
Basic	142,500	11875
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(IV) Valued Benefits		
Group Insurance Benefit	9,000	
Fixed Cost to Company (FCTC)	475,000	

Other Benefits (as per prevalent Company Policy):
Group Term Insurance: Term cover of INR 12,00,000
Mediclaim: INR2,00,000 for self and dependents



Date: 13-12-2022

Subject: Offer of Employment

Dear Akarsh Joy,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. **Your joining will be subject to your successful clearance of On-boarding Assessment post your pre-joining training.**

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

For & on behalf of
HDFC Life Insurance Company Limited

A handwritten signature in blue ink that reads "Sushil".

Sushil Chander
Vice President – Human Resources

Annexure 1

Date: 13-12-2022

Name: Akarsh Joy

Designation: Executive Trainee

Band: J2

CTC STRUCTURE		
Components	Per Annum	Per Month
(I) Fixed Pay		
Basic	142,500	11875
House Rent Allowance	85,500	7125
Other Allowance	117,992	9833
Bonus	48,046	4004
(II) Reimbursements		
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(IV) Valued Benefits		
Group Insurance Benefit	9,000	
Fixed Cost to Company (FCTC)	475,000	

Other Benefits (as per prevalent Company Policy):
Group Term Insurance: Term cover of INR 12,00,000
Mediclaim: INR2,00,000 for self and dependents

14th December 2022

OFFER AND APPOINTMENT LETTER

Dear **Akshay P,**

We are pleased to appoint you for the role of **Management Trainee** in Bharat Financial Inclusion Limited (Formerly “IndusInd Financial Inclusion Limited”) having its registered office at One World Centre, Tower 1, 8th Floor, 841 Senapati Bapat Marg, Elphinstone, Mumbai – 400013 and Head Office at 3rd Floor, My Home Tycoon, Block A, 6-3-1192, Kundanbagh, Begumpet, Hyderabad- 500 016, Telangana, India (hereinafter referred to as IFIL or “the Company”), subject to your acceptance of the Terms and Conditions of Employment as follows:

APPOINTMENT

The terms governing this appointment will be effective from the date of joining. The duration for determining the period for confirmation of service/ or any other policy matter shall be reckoned from the date of your joining duty.

REPORTING AND RESPONSIBILITIES

You will be reporting to **Sr. Lead Manager** or whosoever the Company may subsequently specify. In your assignment you will be required to perform duties as more particularly laid down in the Job Description for your position.

POSTING AND TRANSFER

Your initial posting will be at **Head Office**. However, your services are liable to be transferred, at the sole discretion of Management, in the same position or such other capacity as the Company may determine, to any department / division / location at any place in India, whether existing today or which may come up in future. In such a case, you will be governed by the provisions mentioned explicitly in the transfer policy.

REMUNERATION

The Company shall pay during the continuance of your employment hereunder, an annual CTC of **Rs. 7,20,000/- per annum (inclusive of maximum performance bonus payout)**. **Your total minimum monthly gross salary not including bonus will be Rs. 39,435/- (In words, Rupees Thirty Nine Thousand Four Hundred and Thirty Five Only)**. The Salary Sheet is annexed herewith as Annexure 1.

Signature of the employee.....
(Signifying acceptance)

PERFORMANCE BONUS: After your confirmation you will be eligible to participate in the Company's Annual Performance Bonus Plan. The amount payable as bonus will depend upon your performance rating and the performance of the Company and other parameters that the Company may decide from time to time. Such Performance Incentive/Bonus Paid shall be treated as bonus to the extent of provisions under the payment of Bonus Act, 1965.

The maximum bonus payout as per the current plan is **30%** of your annual CTC which will be paid to you at the end of the fiscal year as bonus. This amount will be paid on a pro rata basis.

COMMENCEMENT DATE

Your appointment shall commence on or before **1st June 2023**.

PROBATION

You will be placed on probation for a period of 6 (Six) months from your date of joining. On the successful completion of your probation period, you will be confirmed in writing. The probation may be extended for a further period or periods in case the management is not satisfied with your performance and you will continue to be on probation until an order of confirmation in writing is issued, notwithstanding the expiry of the probation period.

LEAVE

You will be entitled to leaves as per Company's prevailing leave policy.

OTHER EMPLOYEE BENEFITS

As an employee of the Company you would be covered under the following employee benefits: Life Insurance cover, Hospitalization Floater Cover (for Employee, Spouse, two kids, Dependent Parents) and Group Personal accident cover. The details are provided in Annexure – 1.

You shall be eligible for retirement benefits as per the applicable laws in this regard such as Provident fund and Gratuity.

WORKING DAYS

A normal work week will be of 6 days a week as scheduled by the Company. The responsibilities of your position may necessitate longer working hours for which there will be no overtime or additional compensation.

WORKING HOURS

Your working hours will be as per Company's HR policy on working hours.

Signature of the employee.....
(Signifying acceptance)

INCOME TAX

All payments will be subject to tax as per the Income Tax Act and rules or any other tax jurisdiction for you earning in the employment of the company and the same shall be borne by you. The Company shall, at any time, be entitled to deduct or set-off against your monthly salary income tax or withhold tax amounts, due from you to the Income Tax Department or any other tax authority.

TERMINATION

After confirmation, the Company can terminate your services by giving 2 (Two) months written notice or payment of salary in lieu thereof. However, the Company may relieve you at any time purely at its discretion during the notice period and without any compensation other than the payment of salary in lieu of the remaining period of notice.

After confirmation, you may resign from services by giving 2 (Two) month's written notice to the Company or payment of salary in lieu thereof. If the exigencies of work so require, the Company may not relieve you earlier than the expiry of the entire period of notice. No leave would be allowed during such notice period. It shall, however, be open to the Company to accept your resignation with effect from any date earlier than the one offered by you in your resignation letter at its sole discretion.

The Company has the right to terminate your service without notice or payment of salary in lieu thereof or take such other actions as the company may deem necessary if:

- at any time the statements or declaration made by you to the company are subsequently found to be incorrect, untrue, incomplete, or misleading;
- you commit any breach of your duties and responsibilities under this contract of service;
- you are found guilty of dishonesty, gross negligence or misconduct which contravenes the express or implied conditions of your service;
- at any time subsequently after your appointment it is found that, there have had been any legal proceedings initiated against you, or you were involved in any misconduct/fraud/ embezzlement of cash in your previous employment or current employment, or you have been convicted by any Court in India for an offence involving moral turpitude.

RETIREMENT

The retirement age is 58 years. You will retire from the employment of the Company at the end of the month in which you attain 58 years of age.

DISCIPLINE

You shall take up all assignment that may be offered to you by the Company.

If you abstain from duty without prior sanctioned leave in writing for a continuous period of exceeding 8 consecutive days excluding any intervening declared holidays, it shall be construed as unauthorized absence and be presumed as a conclusive proof of your intention for all purposes that you have voluntarily abandoned the employment and have left the services of the company on your own accord with effect from the date of such absence.

Signature of the employee.....
(Signifying acceptance)

You shall be expected to abide by the rules and regulations of the Company, be courteous, honest and professional within the Company or with its clients/customers, and maintain & represent the Company's high standards of professional Services at all times, whether in the Company or at its client's site(s).

You shall be responsible for all Company properties and material that are in your possession, and all infrastructure like telephones, computers, etc that have been provided to you to enable you in your work.

You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

You shall not furnish false information or declaration or willfully suppress any material information.

SECRECY & CONFIDENTIALITY

Any information related to the business of the Company, its operations or finances which would reasonably be considered to be proprietary or which is designated as such in writing by the Company (hereinafter "Confidential Information") shall be deemed confidential. You shall not disclose Confidential Information to any Person, except to its Affiliates and those of its employees or representatives who need to know such Confidential Information in connection with the conduct of the business of the Company or the exercise of its rights hereunder or as may otherwise be required by law, and not to use the Confidential Information for any purpose other than in connection with the conduct of the business of the Company, the exercise of its rights hereunder or its assessment of an investment in the Company.

NON-COMPETITION UNDERTAKING

So long as you remain in employment with the Company, you shall not directly or indirectly engage in, advise, manage, serve as an advisor, officer or employee of or otherwise hold an ownership interest in any Person/Company/Firm which competes in any material respect with the Company;

Nor shall employ or solicit for employment any employee of the Company or encourage any such employee to leave the employment of the Company during your term in the company or for a period of one (1) year subsequent to your termination of employment.

COPYRIGHT

You acknowledge that the copyright and other intellectual property including but not limited to business plans, procedures, strategies, etc. in all materials produced by you during, or in connection with your employment (whether or not produced during normal working hours), including, within limitation, computer software, belong to or shall vest in the Company.

BUSINESS CONDUCT

You shall not, without prior approval of the Company, which shall not be unreasonably withheld from you, undertake any other business or profession or be a director, employee or agent of any other Company, firm or person or assist or have any financial interest in any other business or profession (whether whole or part time), except that nothing in this clause shall prevent you from owning or acquiring shares or securities in any other Company which is listed on any recognized Stock Exchange or make any investment in any other bona-fide organization.

Signature of the employee.....
(Signifying acceptance)

RETURN OF PROPERTY, EQUIPMENT, MATERIALS, RECORDS AND DOCUMENTS

You shall not wrongfully obtain possession of any property of the company nor will have any such property in your possession, wrongfully withhold it or knowingly apply it for purposes other than those expressed or directed by the Company and shall return to the Company immediately upon request, or upon termination of your employment for any reason whatsoever, all property, equipment, materials, records and documents which you prepared or which came into your possession as a result of your employment.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

In addition to the terms contained in this offer of appointment, you shall immediately, upon entering the service of the Company, be subject to such other existing general terms and conditions of employment as may be laid down by the Company, to govern all members of its staff, and rules or regulations that may be introduced by the Company from time to time.

The Company reserves the right to vary the terms and conditions of service based on business needs from time to time and may change in relation to your proposed appointment in the Company.

You may be required to undertake travel on Company's work as and when required. In case of travel on Company business, you are entitled to such travel expenses/allowance as may be in force as per the travel policy from time to time.

In case of any change in your residential address during the tenure of your employment with the Company, it shall be your duty to intimate the same to the Company in writing within three days from the date of change of address. All communications mailed to you by the Company to the last address given by you shall be deemed to have been received by you.

You will be responsible for ensuring that compliance requirements as stipulated by the company and locally are adhered to and it shall also be reviewed as part of your annual performance reviews.

You shall not assign your rights and/ or obligations herein. The Company may assign its rights and/or obligations herein to any person or entirely acquiring all or a substantial portion of the Company's business or entity controlling, controlled by, or under common control with the Company.

You are required to submit a certificate about your medical fitness to the satisfaction of the Company.

You shall not, under any circumstances either directly or indirectly, receive or accept for own benefit any commission, rebate, discount, gift or profit of any nature from any person, Company or firm having business transaction with the Company.

Signature of the employee.....
(Signifying acceptance)

INDEMNIFICATION

You shall during the course of employment, duly and faithfully devote to and execute, perform and discharge all the duties of his/her office without causing any injury, loss or damage by reason of any act, default or misconduct negligence, error isn judgments, breach of duty, embezzlement and mismanagement to the Company and in the alternative you shall from time to time and at all times indemnify and keep indemnified the Company against all loss, damages, costs, charges and expenses which the Company shall or may sustain by reason of any act or default or misconduct, negligence, error in judgment, breach of duty, embezzlement and mismanagement by you, along with interest if any.

JURISDICTION

This contract shall be subject to the Indian Law. Any disputes arising from or connected with this contract shall be submitted to the competent Court at Hyderabad to the exclusion of all authorities.

Should the above Terms and Conditions of Employment be acceptable to you, please sign the duplicate copy of this letter on every page and return it to the Company immediately.

We welcome you to Bharat Financial Inclusion Limited (Formerly “IndusInd Financial Inclusion Limited”) and look forward to a long and mutually rewarding career with us.

Yours Sincerely,
For Bharat Financial Inclusion Limited
(Formerly “IndusInd Financial Inclusion Limited”)

K. Vijaya
AVP-HR

I, **Akshay P** having read and fully understood the terms and conditions stated in this letter and also the Annexure(s), hereby accept in entirety the appointment on these terms and conditions and confirm that I shall commence work on **1st June 2023**.

Signature :

Date :

Signature of the employee.....
(Signifying acceptance)

ANNEXURE I

Particular	Monthly	Annual
Basic	19,717	2,36,609
HRA	11,830	1,41,965
Children Allowance	200	2,400
Medical Allowance	1,250	15,000
Conveyance Allowance	1,600	19,200
LTA	3,943	47,322
Post allowance	893	10,722
Employer PF contribution	2,565	30,783
Bonus*		2,16,000
Total Cost to Company	42,000	7,20,000
<p>*Performance Bonus included in CTC is an indicative figure calculated as maximum bonus potential. The actual Annual Bonus will be based on you achieving certain performance targets and the company performance. The bonus will be paid annually at the end of the fiscal year.</p>		
ANNUAL INSURANCE BENEFITS (PREMIUM PAID BY THE COMPANY):		
Life Insurance		10,00,000
Hospitalization Floater cover (For, Employee, Spouse, Two Kids and Parents)		2,50,000
Group Personal Accident cover		13,00,000

Signature of the employee.....
 (Signifying acceptance)

OFFER LETTER

Dear Akshay,

Congratulations!!!

With reference to your application and subsequent interviews you had with us, we are pleased to offer you a position of “US HR Recruiter” in NewAgeSys Solutions (P) Ltd., subject to the following terms and conditions:

- During your training period, your stipend would be **Rs 32,500/-** (in- hand).
- You will be eligible for incentives along with the mentioned stipend as applicable. Also you are eligible for the Interview incentive during your probation / training period (up to initial 3 months).
- You agree to give us a **2 years (twenty four months)** work commitment as we will be providing you with full ongoing training to make you an expert in Talent Acquisition. This will NOT affect your Salary Appraisal or Promotions.
- Your training period will be for **3 months**. The Management, however, will have the option of extending the training period if found necessary.
- Your First Performance Evaluation to make you permanent will be conducted after the training period.
- You will be working for only **five days** in a week (Monday through Friday).
- From the date of joining itself you can avail the benefit of public holidays & Optional Holiday (as per company policy) as listed in the NewAgeSys Solutions' Holiday List. Employees in probation period are allowed to take leaves if required. However any leaves taken during this period will be accounted as loss of pay.
- Your compensation package after successfully completing the training period could be Rs 35,000/- based on your performance with annual **CTC of Rs 4.52 Lakh.**
- Detailed CTC structure example with a salary of Rs 35,000/- is added in Annexure 1 for your reference.

After successful completion of your training period, i.e. after being made a Permanent Employee of NewAgeSys Solutions (P) Ltd, the following benefits can be availed:

- **Provident Fund:** You are eligible to participate in the Provident Fund scheme, wherein the employer will contribute 13% of the Basic pay and the employee will contribute 12% of the Basic pay.
- **Welfare Fund:** You are eligible for labour welfare benefits as set across by the state legislature.
- **Public Holidays:** As listed in our employment policy.

You are entitled for Employee benefits mentioned below after becoming the permanent employee of NewAgeSys

- **ESI:** Employees with Gross Salary less than Rs. 21,000/- are entitled for ESI benefits per the labour rules.
- **Medical Insurance:** Employees with Gross Salary above Rs. 21,000/- are entitled to medical insurance coverage as per the company policy terms and conditions.
- **Casual Leaves and Family Care Leaves** can be availed on successful completion of your training period, i.e. after being made a Permanent Employee of NewAgeSys Solutions (P) Ltd.

Additional Notes:

- Gratuity calculation period will be effective from the respective joining date.
- Casual Leaves & Optional leaves balances can be encashed (100%) at the end of every year .
- Health insurance coverage is up to Rs 2 Lakh per year. 100% of employee premium is contributed by the company.
- Based on the terms & condition, you will be able to add / enroll your family into the Health insurance program.
- You are also subject to the policies outlined in the Employee Handbook. (You will receive a copy.)

Kindly send us an email with your **Offer Acceptance** on or before the expiry of the offer validity which will end by **05:00 PM** on **28th February 2023**.

We are excited to have you join our organization as a member of what we feel is a company that offers each employee an opportunity for personal and professional development. If you have any questions, please do not hesitate to contact me at hr2@newagesysindia.com. We look forward to working with you and hope you will find your employment a rewarding experience.

For NewAgeSys Solutions (P) Ltd.

Name: Vishnu P Nair

Designation: Associate HR Manager

Contact: +91 9633465119

Annexure 1

SALARY & CTC BREAKUP

Candidate Name	Milda Delson	
Department	SYS Team (Cochin Office)	
Designation	US HR Recruiter	
COMPONENT	Monthly (Rs)	Annually (Rs)
Basic	13300	159600
HRA	5320	63840
Travel Allowance	1330	15960
Duty Allowance	4995	59940
Personal Allowance	4959	59508
Other Allowance	3500	42000
Advance Bonus	1596	19152
Total (A)	Rs.35,000	Rs.4,20,000
DEDUCTIONS		
Provident Fund (Employee Contribution)	1596	19152
Welfare Fund Contribution	20	240
Total Deduction (C)	Rs 1616	Rs 19392
NET PAY (A-C) (Net pay is subject to applicable Income Tax (TDS) as per the existing laws)	Rs 33,384	Rs 4,00,608
CTC STRUCTURE	Monthly (Rs)	Annually (Rs)
Salary (A)	35000	4,20,000
Provident Fund (Employer Contribution)	1729	20748
Welfare Fund Contribution	20	240
Medical Insurance	350	4200
Gratuity	639	7668
Total (B)	Rs 2738	Rs 32,856
Total CTC (A+B)	Rs 37,738	Rs 4,52,856

PRIVATE AND CONFIDENTIAL

Ref. No.: BBL/HR/72037/2022-2023

Date: 14/02/2023

MR. Alex joseph,
Poovathinkal, Kalayanthi Post, Meenmutty, Alacond, Idukki, Kerala - 685588

LETTER OF APPOINTMENT

Dear **MR. Alex joseph,**

With reference to your application and subsequent discussions with us, we are pleased to offer you employment with Bandhan Bank in the position of **Customer Relationship Officer- MT** based at **1621-Thiruvananthapuram Branch under Kochi Cluster** at **Assistant Manager** grade.

You shall be required to join the Bank on or before **17-July-23**.

The detailed terms and conditions of your employment are outlined in **Annexure I ("Terms of Employment")** and compensation details are mentioned in **Annexure II ("Compensation Details")**. You will also be governed by the policies, rules and regulations of the Company as may be modified from time to time.

Accordingly, please sign and return a copy of this letter of employment and the employee statement attached herewith indicating your formal acceptance of your employment with the Company on the terms contained herein. Please initial each page of this letter. Upon your signature and return to us, this letter of employment will be treated as an employment agreement between the Company and you and the terms and conditions of this letter of employment shall govern your employment with the Company.

Kindly note that in case we do not receive your formal acceptance on or before **17-March-2023**, this letter of employment shall automatically be rescinded.

Yours sincerely,

For **Bandhan Bank Limited,**



Shivesh Kumar Singh
Head – Business HR
General Banking

ANNEXURE I**TERMS AND CONDITIONS OF EMPLOYMENT****1. Appointment**

- 1.1 During the course of your employment, you will be governed by the Code of Conduct and Ethics, rules, regulations and other policies (together the “Company Policies”) as enforced and as may be amended from time to time. The Bank reserves the right to vary the terms and conditions of service governing your appointment including your duties and responsibilities at any time.
- 1.2 You will be required to report at **1621-Thiruvananthapuram** under **Kochi** . You will be accountable for duties & responsibilities to the **Branch Head** or to any such person in Company as may be indicated to you from time to time. However, your services are transferable and you can be seconded or deputed by the Company to any of its operations or operations of its associate companies in India or abroad. The Company further reserves the right to transfer your employment to any other company or legal entity, as part of any transfer of undertaking of the Company or as part of any restructuring or amalgamation or such other plan implemented by the Company or by which the Company is bound, on such terms and conditions as applicable to such plan.
- 1.3 Your appointment and continuation in employment at Bandhan Bank is subject to clearance of all hand-over, dues in your previous organisation and submission of unconditional Relieving Letter and Experience Letter along with attested copies of all your degrees and professional qualification certificates at the time of joining.

Further, your appointment shall be subject to you being found medically fit for the role as mentioned in Point 14 of this letter.

Additionally, Bandhan Bank reserves the right to conduct a background verification / seek references from your current / previous employers. If any information, declaration provided by you, at the time of selection/ joining is later found to be false or untrue, or if any material information is suppressed and / or the background verification / reference checks received are not satisfactory, Bandhan Bank may terminate your services forthwith.

2. Probation & Confirmation

- 2.1 You will be on a probation period of 365 days (1 Year) from the date of your joining at Bandhan Bank. 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 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. Leave

- 3.1 You will be governed by Bandhan Bank’s Leave Policy announced from time to time. However, you must obtain prior approval of the concerned reporting manager prior to availing privilege leave.

4. Termination

- 4.1 During the probationary period of 365 days (1Year) including any extension, either party may terminate this appointment by giving 30 days prior notice in writing without assigning any reasons therefor. After confirmation, either party may terminate this appointment by giving 90 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 fulfillment of notice period, proper handover of charge to your successor to the satisfaction of the Company and any other conditions as may be communicated to you in writing.

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 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.

- 4.2 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 Conduct and Ethics or any of the terms and conditions set forth herein. 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, any act involving moral turpitude, including conviction in any criminal case during your present or previous employment, breach of any applicable law or regulation, breach of the Company's Code of Conduct and Ethics, 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.
- 4.3 In the event of your continuous absence for a period exceeding 15 days, without formal request or permission from the management for the same, you shall be deemed to have left and relinquished your service. The contract of service shall come to an end when the employee abandons his / her job.
- 4.4 Subject to earlier termination of this engagement, you shall retire on the last day of the month in which you attain the age of 60 years.
- 4.5 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.
- 4.6 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 5 and 6.

- 4.7 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 5, 6 and 7 survive expiration or termination of your employment contract with the Company.

5. Confidentiality & Employment Policy

- 5.1 In the course of your assignment with the Company, and by virtue of the position held by you, you may acquire information, technical or otherwise, including any computer software, trade secrets, design, technology, ideas, know-how, processes, formulas, compositions, data, techniques, improvements, inventions, work of authorship, business and product development plans, and other information concerning the Company's actual or anticipated business, research, and development or that is received by the Company, which is confidential or proprietary to Company or its subsidiaries or affiliates, its customers, subcontractors or any other person or company having any kind of association or relationship with Company, and / or its affiliates or subsidiaries (together "Confidential Information"). You shall keep and maintain strict confidentiality of such Confidential Information and data that may come to your possession or knowledge by virtue of this engagement, use such information only as may be required in the normal course of your work and shall not disclose or divulge any such information or data, without prior written consent of an authorized officer of the Company.
- 5.2 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.
- 5.3 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.
- 5.4 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. You may be required to execute such other or further agreements as Company or its affiliates or customers may require in this regard, from time to time.

6. Disclosure of Information

- 6.1 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.

7. Intellectual Property Rights

- 7.1 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.

8. Compensation

- 8.1 Your gross annual compensation will be the aggregate of Total Fixed Pay & Benefits as set forth in the **Annexure II (“Compensation”)** and will be subject to deduction of tax at source. Your Compensation will be reviewed periodically as per the Company 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.
- 8.2 It is however clarified that the Benefits as set forth in the Annexure 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.

9. Learning & Development

- 9.1 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 India 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 notice as referred to in clause 4 above, without being under obligation to make any payments to you.

10. Avoidance of Conflict of Interest

- 10.1 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, 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. 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.

11. 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.
12. In the event of any dispute or claim arising under this Agreement or in connection with the conditions of employment on a contractual basis under this Agreement, such dispute or claim shall be referred to 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. Parties also agree to submit themselves to the exclusive territorial jurisdiction of courts at Kolkata. The arbitration proceedings shall be conducted in 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.

13. The Insider Trading – Code of Conduct of the Bank (“Code”) and SEBI (Prohibition of Insider Trading) Regulations, 2015 (“Regulations”)

- 13.1 By virtue of your appointment in the Bank, you shall abide by the provisions of the PIT Code and PIT Regulations. The PIT Code is available on the intranet of the Bank. It is the responsibility of each employee to become familiar with the Bank's PIT Code and understand these laws and regulations.
- 13.2 Depending on your role and grade, you may fall under the definition of Designated Person as per the PIT Code and PIT Regulations. As a result, you shall adhere to the conditions/ restrictions as laid down in the PIT Code and the PIT Regulations at all times, while dealing in the securities of the Bank or grey list companies. You shall submit the appropriate disclosures (Initial/Annual/Continual) on ESSCOM Portal within the prescribed timeline or as may be communicated to you from time to time.
- 13.3 Further, in compliance with the conditions/ restrictions as laid down in the PIT Code, you shall abide by the PIT Code while dealing in the securities of the Bank or grey list companies for a period of six months from the date of your relieving from the Bank and your trade shall be subject to pre-clearance by the Compliance Officer of the Bank.

14. Health Check-up

Your appointment in the Bank is subject to being found medically fit by a registered medical practitioner. You shall require to undergo stipulated medical test, at your own expense, and obtain a registered medical practitioner's certificate and submit the same at the time of your joining the Bank. In the event of your failure to submit a medical fitness certificate or submitting an unsatisfactory medical fitness certificate shall result in rescinding of the appointment with the Bank.

A duplicate copy of this letter is enclosed herewith, which may please be signed and returned to us in acceptance of the terms and conditions mentioned above.

For **Bandhan Bank Limited**,



Shivesh Kumar Singh
Head – Business HR
General Banking

Agreed and Accepted: _____
(Candidate Name) (Candidate Signature)

ANNEXURE II – Compensation Details**Confidential****Candidate Name:** Alex joseph**Grade:** Assistant Manager**Position Name:** Customer Relationship Officer-MT**Location:** 1621-Thiruvananthapuram

Particulars	Monthly(Rs.)	Yearly(Rs.)
Basic Salary	₹ 11,992	₹ 1,43,904
HRA	₹ 5,996	₹ 71,952
Special Allowance	₹ 13,224	₹ 1,58,688
Medical Allowance	₹ 1,250	₹ 15,000
Conveyance Allowance	₹ 1,600	₹ 19,200
Child Education Allowance	₹ 200	₹ 2,400
Gross Salary	₹ 34,262	₹ 4,11,144
Benefits		
PF(Employer Contribution)	₹ 1,800	₹ 21,600
Gratuity	₹ 577	₹ 6,924
Insurance Valuation - Mediclaim, Term Life and Accidental Benefit	₹ 861	₹ 10,332
Cost to Company(CTC)	₹ 37,500	₹ 4,50,000

Payable as per the Payments of Gratuity Act.**Confidentiality:**

Matter of your compensation is confidential information of the Bank and should be treated with absolute confidentiality except to the extent you are required to make disclosure for any tax, legal or regulatory purpose. Any breach of this confidentiality obligations will be considered as breach of fidelity and secrecy clause under your terms of appointment.

----- Forwarded message -----

From: **Venket Balaji V** <Venket.Balaji.V@gds.ey.com>

Date: Sun, Oct 30, 2022 at 10:44 PM

Subject: RE: EY GDS | Campus Hiring 2023 for MBA

To: George Joseph <georgejoseph@scmsgroup.org>, Neethu Dinaraj <Neethu.Dinaraj@gds.ey.com>

Cc: Gopakumar S <gopakumars@scmsgroup.org>, Dr. Anilkumar K <anilkumark@scmsgroup.org>, Head of Department MBA <hodmba@scmsgroup.org>

Dear Sir,

Please find the final selects from SCMS.

Name of the Candidate	Email ID of the Candidate	Phone number of Candidate
Sneha M Pillai	snehampillai5@gmail.com	+917012396848
SHILPA SUNIL	shilpasunil683@gmail.com	9048094698
Rahul R	rahulrajan95266@gmail.com	8138838511
Siyana N	siyanatply@gmail.com	7907169158

Best Regards

Venket Balaji | Talent Team

EYGBS (India) Private Limited

Mobile: +91-9789006098 | Venket.Balaji.V@gds.ey.com

HI Team,



Date: 01-Apr-2023

Ms. Amina Rasheed
SCMS Cochin School of Business,
Vidya Nagar, Palissery, Palissery,
Karukutty, Kerala 683576

Letter of Offer

Dear Ms. Amina,

With reference to your interview with us, the management is pleased to offer you the position of **Management Trainee** in our organization on the following terms and conditions:

Designation	Management Trainee
Department	Business Development & Commercials
Grade	O2
Particulars	Amount (per annum)
Basic	240000
HRA (40% of basic)	96000
Other Allowance	203760
Bonus/Exgratia (paid annually on prorata basis, before Diwali for the previous financial year)	21840
Provident Fund (12 % of basic -Co. Contribution)	28800
Gratuity (4% of basic) (Payable at the time-of-service severance subject to minimum 5 years of continuous service)	9600
Gross Remuneration	600000
Retention Pay* (subject to successful completion of 1 Year of training period)	50000
Total CTC (Per Annum)	650000
Training Period	1 Year
Location	Ernakulam

- Retention Pay- Subject to successful completion of 1 year of training period. (Which is subject to revision/change, management discretion applied).
- The absorption is linked to individual performance evaluation during 1 year training period. It may be extended as per the final evaluation by review panelist & based on the management discretion.
- From the date of absorption your revised CTC will be Rs. 700000 LPA & Grade will be O3 (Assistant Manager).
- You will be covered under following as per company rules.
 - Floater Mediclaim Policy
 - Group Term Insurance Policy
 - Group Personal Accident Policy
- This offer is subject to positive background verification & candidate being medically fit. In case of any discrepancies, the offer letter will stand cancelled.
- You are requested to acknowledge the copy of this offer letter as a token of acceptance and the same may please be sent to us within 30 days. A detailed appointment letter will be issued to you within 30 days from your date of joining at IOAGPL.

Yours Sincerely,

For Indian Oil Adani Gas Pvt. Ltd.


Authorized Signatory


Signature for Acceptance

IndianOil-Adani Gas Pvt. Ltd.

Corporate Office : 1st Floor, Tower-B, Windsor IT Park, A-1, Sector-125, Noida-201303 (U.P.)

Registered Office : Room No. G-04, Indian Oil Bhavan 1, Sri Aurobindo Marg, Yusuf Sarai, New Delhi- 110016

E-mail: info@ioagpl.com | Website: www.ioagpl.com | CIN NO.: U40300DL2013PTC258690





KPMG Global Delivery Centre Private Limited

RMZ Ecoworld,
6th Floor, Campus 7,
Devarabeesanahalli, Outer Ring Road,
Bengaluru - 560 103, India

Telephone: +91 80 6132 6100

28 August 2023

Ananya M

**Uthradam, Chathukolil Paramba, Kakkodi,
Kozhikode-673611**

Dear Ananya,

On behalf of **KPMG Global Delivery Center Private Limited** (the 'Company'/ 'Firm'/ 'Employer'), I am pleased to offer you the position of **Associate 1** in **Audit** with the Company. You will be reporting to **Rohit Jindal** or such other person as authorized by the Company.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **11 September 2023**, this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the 'Probation Period') from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('Company Policy'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the 'Confirmation Letter'). The Company may at its discretion, extend the probationary period for a further period if the situation demands. Until such Confirmation Letter is issued, you are deemed to be on probation.

Provisional Offer

The offer is conditional upon you being eligible to work in India. It will be your responsibility to ensure that you continue to be eligible to work in India during the course of your employment. This offer is subject to the successful completion of the academic course which you are currently pursuing..

The offer also is subject to your completion of, to the Company's satisfaction, comprehensive background screening procedures, including without limitation, education, employment, residence, identity and other verifications; criminal records and civil database checks; and various compliance authority checks. You agree to provide to the Company and/or any background screening service provider of the Company all information necessary to conduct such background screening procedures within 5 days, and hereby represents and warrants that such information provided is and will be accurate and complete. You further consent to the collection, storage and independent verification of the information provided to the Company and/or any background screening service provider of the Company by the Employee for such



employment purposes in terms of Clause 12 of this Agreement.

In the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, the same shall constitute breach of discipline and your services will be liable to be terminated with immediate effect without notice and with no liability to make any further payment to you.

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

1. Your General Duties

- 1.1. Your immediate Performance Manager will communicate the details of your role and work responsibilities in the initial weeks of joining the Company. During your employment, the Company may require you to work on any project that you are assigned to, or any technical platforms/ skills and nature of the project, in differentiated work timings, at designated workspace and location as may be decided by the Company.
- 1.2. In addition to the roles and work responsibilities, you hereby undertake to, at all times:
 - a. Comply with Independence and Risk Policies applicable to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. The Company's independence and risk policies apply to personnel in all functions irrespective of the entity to which you belong to. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Clause 11 below. Please refer to Annexure 3 for further details.
 - b. Comply with Prevention of Insider Trading policy- you shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.
 - c. Comply with the Company's policies at all times and to abide by the provisions of the policies as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Clause 11 below. The terms of the Company's policies shall form part and parcel of this Agreement.



- d. Comply with Social Media Policy: You shall ensure compliance with the Social Media policy of the Company as amended from time to time. Additionally, it is important that you use only the correct legal name of the entity with which you are employed on all the social media platforms. Any non-compliance of the Social Media policy of the Company, including any direct or indirect reference to an entity name, other than the name of your employer at the relevant time, shall be construed as a misconduct in terms of the Company's policies and shall be subject to the Company's disciplinary process.
- e. Disclosure and Personal Conflicts: In addition to your obligations under the Company's policies, you shall ensure that there is no personal conflict in performance of your duties, and you shall promptly notify the Company in case you perceive any personal conflict while discharging any of your duties. Further, you shall ensure that you comply with all Company's policies at all times in this regard. 'Personal Conflict' shall mean where an employee has a personal connection with the client/target/sub-contractor/vendor/supplier, etc., which may interfere, or may be perceived to interfere, with their ability to remain objective/independent, or where they are personally in possession or have access to confidential information relating to any party or transaction and which can be used to gain any undue advantage or benefit in respect of which the employee is involved or likely to be involved for provision of services. Any non-compliance of this clause shall be construed as a misconduct and shall be subject to the Company's disciplinary process.

2. Compensation

- 2.1. Your total fixed Compensation shall be **INR 500000/- (Rupees Five Lakh)** per annum, payable monthly in arrears as detailed in Annexure 1.
- 2.2. In addition to the basic salary mentioned above, you shall be entitled to certain additional allowances and benefits which are further listed in Annexure 1 and 2 below.
- 2.3. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.
- 2.4. As per the prevalent policy any employee joining on or before 31st March of the ongoing performance year, will be eligible to be considered for annual fixed salary increase (increment), subject to their rating in respect of the relevant performance year and being in active employment (and not serving notice) of the Company on the date of issuance of the increment letter.
- 2.5. Any employee joining on or before 30 June of the relevant performance year, will be eligible to be considered for the year-end review and performance incentive, subject to their rating in respect of the relevant performance year and being in



active employment (and not serving notice) of the Company on the date of disbursement of performance incentive.

3. Working Hours

- 3.1. Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

You will be required to work **(8)** hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

4. Location and Travel

- 4.1. You shall be based in Kochi and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.
- 4.2. You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

5. Leaves and Holidays

- 5.1. You shall be entitled to 22 days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.
- 5.2. In addition to the above, you will also be entitled to statutory holidays, as may be notified in the list of holidays to be issued by the Company at the start of calendar year.
- 5.3. You are also entitled to other leaves such as Well-being/Sick leave, compassionate leave, family caregiver leave etc which are more detailed in the Company's policies.
- 5.4. Maternity Benefits [For Women employees only]: You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.



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

6. Confidential Information

- 6.1. For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

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



- 6.2. You shall not, either during your employment or at any time thereafter, except as required by law or otherwise specifically approved, use, divulge, copy, quote, refer or disclose to any third party or send, upload, transfer, transmit to yourself on any email address, including by use of official and/or personal email account, external storage devices (e.g. USB, flash drives, SD card, external hard disk), upload on cloud storage (e.g. Google Drive, One Drive etc.), unofficial/unauthorized collaboration sites or third party messaging applications (e.g. Whatsapp, Telegram etc.) or in any other manner whatsoever, any sensitive and/or Confidential Information, whether in whole or in part, which may have come to your possession or knowledge at any time during the course of your employment with the Company. Any non-compliance of this obligation shall be construed as a misconduct in terms of the Company's policies and shall be subject to the Company's disciplinary process. You shall also ensure that you comply with all Company policies at all times in this regard. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.
- 6.3. You agree not to use any Confidential Information (as defined above) disclosed to you by the Company or its affiliates, during the course of employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company, in order to prevent it from coming in public domain or in the possession of persons other than those persons authorized to have any such information. You further agree to forthwith notify the Company in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of the Company's Confidential Information which may come to your attention.
- 6.4. You agree, except as otherwise expressly authorized by the Company, not to make any copies or duplicates of any of the Company's Confidential Information. Any materials or documents that have been furnished by the Company to you in connection with the employment relationship shall be promptly returned by you to the Company, accompanied by all the copies of such documentation, with ten days from the (a) termination of employment or (b) written request of the Company.
- 6.5. This obligation shall be valid for the time of the employment relationship as well as after its termination, regardless of the reason for the termination of the Agreement.

7. Intellectual Property

- 7.1. You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of



the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

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

8. External Employment Conditions

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

9. Indemnity

- 9.1. You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the Company's policies.
- 9.2. In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.
- 9.3. The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document.

10. Retirement

- 10.1. The retirement age for the Company currently is 60 years. Please refer to the company's policy for further details.

11. Termination



- 11.1. During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon 60 days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period the Employee may also terminate this Agreement without assigning any reasons upon 60 days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to 60 days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as well as the total cost incurred by the Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.
- 11.2. Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon 60 days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the 60 days written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement is terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation.
- 11.3. In case of termination of employment under Clause 11.1 and 11.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.
- 11.4. With the exception as laid out in Clause 11.3 above, except where expressly permitted, you shall not be entitled to any leave while serving your notice period under this Agreement.
- 11.5. Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect and with no liability to make any further payment to you (other than in respect of amounts accrued due at the date of termination), if you:



- a. fail to satisfactorily complete the Company's background screening checks;
- b. are found to have engaged in any act of misconduct or negligence in the discharge of his/ her duties or in the conduct of the Company's business; or
- c. are found to have engaged in any other act or omission, inconsistent with your duties; or
- d. are found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;
- e. are convicted of any criminal offence; or,
- f. fail to adhere to the policies of the Company
- g. are found to have engaged in unauthorized absence beyond a period of three (3) days.

11.6. Return of Property

- a. For the purposes of this Clause 11.6, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.
- b. The Employee shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Clause 11, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

12. Data Protection and retention

- 12.1. The Company (directly and/or through any service provider) shall process your information for legal, personnel, remuneration, pre-employment vetting, administrative



and management and other such purposes subject to the applicable laws. Furthermore, you hereby explicitly consent to the holding and processing of the personal and sensitive personal data as per KPMG Policy.

- 12.2. During the course of your employment, you agree to comply with any policies issued by the Company from time to time relating to Data privacy/ data retention and data protection.

13. Governing Law

- 13.1. This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

14. Miscellaneous

- 14.1. Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof to the exclusion of all other prior agreements, arrangements or understandings and assurances between the Parties, relating to such subject matter either written or oral. Should any terms of this Agreement conflict with any of the terms of the Company's policy, the terms of the Company's policy shall prevail.
- 14.2. Severability: The various provisions of this Agreement are severable and if any provision or identifiable part of it is held to be invalid, unlawful or unenforceable by any tribunal or court of competent jurisdiction, then such unenforceability shall not affect the enforceability of the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law. In such circumstances, the Employer shall determine in good faith to replace any invalid, unlawful or unenforceable clause or provision with a suitable clause or provision which maintains as far as possible the purpose and effect of this Agreement.
- 14.3. Waiver: No failure or delay on the part of any Party in exercising any right or power under this Agreement shall take effect as a waiver of such right or power under this Agreement.
- 14.4. Survival: Upon termination of this Agreement those sections that by their nature are intended to survive termination, rescission or expiration of this Agreement shall so survive, unless otherwise indicated in this Agreement.

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



If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before 31-08-2023, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,

for KPMG Global Delivery Center Private Limited

Partho Bandopadhyay
(Authorized Signatory)

I am pleased to accept the offer contained above.

Ananya M
(Candidate's Name)



ANNEXURE-1

INDICATIVE COMPENSATION PLAN

Ananya M
Associate 1
Kochi

Compensation Category	Monthly (in INR)	Annual (in INR)
Basic Salary (a)	20833	250000
Flexible Compensation (b) *	18333	220000
Employer Contribution to Provident Fund (c)	2500	30000
Total Cost to Company (a+b+c)	41666	500000

* Flexible Compensation will include minimum 10% of Basic Salary as HRA

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Company in that regard.
- Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund.
- Gratuity will be governed by the Payment of Gratuity Act.
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year.
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.
- Performance Bonus will be payable only subject to your being on the payroll of the Company and not serving notice at the time of disbursement.
- Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including



tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

- Flexible compensation needs be allocated every year basis the components published by the Company.
- Any statutory deduction shall be made as per applicable laws.

OTHER BENEFITS

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

On your joining the Company you may refer to the Company's policies for further details on the benefits that are available to you.

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



ANNEXURE 2

Compensation Structure	
Fixed Components / Mandatory Components:	
	Associate 1
A Basic Salary	50% of 'Cost to Co.'
B Provident Fund	12% of basic will be deducted from the basic as the employee's contribution towards PF. An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.
The balance of 'Cost to Co.' can be structured using the following options:	
	Associate 1
C1 House Rent Allowance	✓
<p>Ø Minimum 10% of your basic salary will be allocated towards HRA. Ø Maximum HRA which can be allocated is 50% of your basic salary.</p> <p>If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following:</p> <ol style="list-style-type: none"> 1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act. 2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed. 3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law) 4. The address of the employee given to the Firm and as per the lease deed should be the same. 5. Monthly Rent Paid: 	
Rent Paid	Requirement
More than or equal to Rs. 20,000/-	<ol style="list-style-type: none"> 1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. 3. PAN of landlord
	1. All above three are mandatory to be mentioned on rent receipts.
	Associate 1
C2 Car Lease Rentals/Insurance	X
-	



		Associate 1
C3	Andriod / iPhone Handset reimbursement	X
	-	
		Associate 1
C4	Leave Travel Allowance	✓
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate 1
C5	Children's Education Allowance	✓
	Exemption as per IT Rules.	
		Associate 1
C6	Expenses in pursuit of Education	✓
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Associate 1
C7	Meal Vouchers	✓
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-	
		Associate 1
C8	Purchase of computer at home	✓
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	



INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

- **What is independence and why is it so important?**
- **Do the independence rules apply to me?**
- **When is my family subject to the rules?**
- **What kinds of investments are prohibited for a 'Member of the Firm'?**
- **What kinds of loans are acceptable?**

What Is Independence and Why Is It so Important?

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

Do the Independence Rules Apply to Me?

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

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

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

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a



client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

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

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

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

When Is My Family Subject to the Rules?

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

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

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



client, may impair the Firm's independence.

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

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

In addition:

If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

- You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm's independence rules with respect to their investments.
- Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

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



Annexure

Sign On Bonus

28 August 2023

Ananya M

**Uthradam, Chathukolil Paramba, Kakkodi,
Kozhikode-673611**

Subject :- Sign-on bonus

Dear Ananya,

In addition to our offer dated 28 August 2023, we are pleased to add the following components to your compensation.

You are entitled to receive INR 50000/- (Rupees Fifty Thousand) as sign on bonus to be paid to you in the following 1 tranches.

- INR 50000/- (Rupees Fifty Thousand) - payable at successful completion of 12 months.

Please note, the above-mentioned sign on bonus will be recovered in the event of your resignation within 24 months of joining the Company.

Save and except the aforesaid, all other terms & conditions of your employment shall remain unchanged and accordingly this letter shall form part and parcel of your employment contract.

All payments shall be subject to deduction of tax at source as per applicable tax laws.

We would like to take this opportunity of welcoming you and wishing you every success in your career with us.

Yours sincerely

For KPMG Global Delivery Center Private Limited

Partho Bandopadhyay
(Authorized Signatory)

I accept the Sign-on terms contained above.



Ananya M
(Candidate's Name)



ADDENDUM TO OFFER LETTER DATED 28 August 2023.

This Addendum is made and entered into as of 11 September 2023 by and between KPMG Global Delivery Center Private Limited and Ananya M to amend the Offer Letter dated 28 August 2023 between the Parties which is incorporated herein by reference. All capitalized terms not otherwise defined herein shall have the meaning given to them in the Offer Letter.

KGS and the Candidate are collectively referred to "Parties" and individually as "Party"

WHEREAS the KGS has issued an Offer Letter to the Candidate dated 28 August 2023

AND WHEREAS the Parties agree to amend terms and conditions of the Offer Letter by way of this Addendum;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the Parties hereby agree as follows:

1. Further Clause 2.5. of the said Offer Letter shall be replaced with the following clause:

"Any employee joining on or before 30 June of the relevant performance year, will be eligible to be considered for the year-end review but will not be entitled to performance incentive in first performance cycle. However, performance incentive will be applicable in the second performance year subject to their performance rating in respect of the relevant performance year and being in active employment (and not serving notice) of the Company on the date of disbursement of performance incentive.

During the first performance year the Employee will be eligible for a sign-on/retention bonus in lieu of the performance incentive. The sign-on/retention bonus will be paid to you as per the schedule defined in the sign-on/retention bonus letter issued to you along with the offer letter.

The amount will be payable only if the Employee is not under any active performance improvement plan. If the Employee is under an active performance improvement plan, this amount will be payable only upon the Employee successfully clearing the performance improvement plan.

2. The following clause is hereby incorporated within Clause titled "Provisional Offer" in the Offer Letter:

"The offer is also conditional upon you successfully completing the academic course that you are currently pursuing."

"The offer is also conditional upon you to relocating on/before the date of joining to an address where transport / cab facility provided by KGS is available. In the event you failed to relocate before the date of joining, the same shall constitute breach of discipline and your offer will be liable to be rescinded / services will be liable to be terminated."



All payments are subject to tax deduction at source in accordance with applicable tax laws."

Except as amended by this Addendum, all other terms and conditions of the Offer Letter are unchanged and shall remain in full force and effect. Should any terms of this Addendum conflict with any of the terms of the Offer Letter, the terms of this Addendum shall prevail.

The parties have caused this Addendum to be executed by their duly authorized representatives.

for KPMG Global Delivery Center Private Limited

Partho Bandopadhyay
(Authorized Signatory)

I am pleased to accept the offer contained above.

Ananya M
(Candidate's Name)



Annexure

Welcome Allowance

28 August 2023

Ananya M

**Uthradam, Chathukolil Paramba, Kakkodi,
Kozhikode-673611**

Subject – First employment welcome allowance

At KGS, we believe that the first employment is a very important transition for every individual. In our endeavor to make this transition smooth and memorable, we welcome all colleagues who are stepping into their first job with a one-time welcome allowance of INR 12,000 (Rupees twelve thousand only), in addition to the compensation mentioned in the Annexure 1. This allowance is subject to amendment in line with the organizational policy. The aforesaid amount will be paid in the subsequent month's payroll, subject to the current policy applicable at the date of disbursement.

All payments shall be subject to deduction of tax at source as per applicable tax laws.

Yours sincerely
for KPMG Global Delivery Center Private Limited

Partho Bandopadhyay
(Authorized Signatory)

I am pleased to accept the offer contained above.

Ananya M
(Candidate's Name)





Offer: Computer Consultancy
Ref: TCSL/DT20223709807/Trivandrum
Date: 07/02/2023

Ms. Angela Maria Robert

Punamadathil Villa Adoor Po MoonnalamAdoor,
Kerala State Seed Farm Moonnalam-Manakala Road,
Adoor-691523,
Kerala.
Tel# 91-8281083782

Dear Angela Maria Robert,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade Y.

Your gross salary including all benefits will be **₹5,79,430/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.



COMPENSATION AND BENEFITS

Basic Salary

You will be eligible for a basic salary of ₹15,000/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹6,000/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Personal Allowance

You will be eligible for a monthly personal allowance of ₹17,456/- per month. This component is subject to review and may change as per TCSL's compensation policy.

4. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹2,800/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹1,900/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. Basic Cover

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.



2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships

You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.



TERMS AND CONDITIONS

1. Relevant Experience

No experience is considered to be relevant to TCSL's business

2. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. Disclaimer

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If



your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

6. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

7. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

9. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service



of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Work in SBWS mode

TCS' Secure Borderless Workspaces(SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

13. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.



14. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

15. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

16. Notice Period

This contract of traineeship in TCS and subsequent employment post successful completion of your traineeship is terminable by you by giving 90 days notice in writing. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily serve the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion in the interest of business.

i. This contract of traineeship and subsequent employment post successful completion of your traineeship may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

ii. Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by TCS at its sole discretion having regard to the responsibilities shouldered by you while being in the employment of TCS and business continuity.

17. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

18. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

19. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.



20. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

21. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
 - *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

22. Initial Training Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation



criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

23. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

24. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

25. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

26. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI



processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

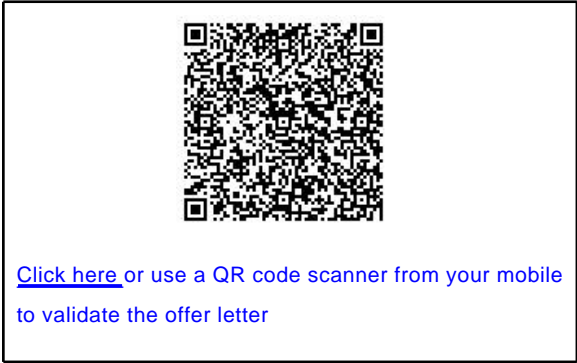
Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



- Encl: Annexure 1: Benefits and Gross Salary
- Annexure 2: List of TCS Xperience Centres
- Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Angela Maria Robert
Designation	Management Trainee
Institute Name	Scms School Of Technology And Management (Mca)

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,206	3,02,472
2) Performance Pay		
Monthly Performance Pay	2,800	33,600
Quarterly Variable Allowance*	1,900	22,800
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
TOTAL GROSS	47,628	5,79,430

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,456	2,09,472
GROSS BOUQUET OF BENEFITS	25,206	3,02,472



Annexure 2

<p>Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007</p>	<p>Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka</p>
<p>BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024</p>	<p>Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119</p>
<p>DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana</p>	<p>DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP</p>
<p>Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam</p>	<p>Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad</p>
<p>INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh</p>	<p>KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords</p>
<p>KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042</p>	<p>MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606</p>
<p>NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,</p>	<p>PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra</p>
<p>Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India</p>	



Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



KPMG Global Delivery Centre Private Limited

RMZ Ecoworld,
6th Floor, Campus 7,
Devarabeesanahalli, Outer Ring Road,
Bengaluru - 560 103, India

Telephone: +91 80 6132 6100

28 August 2023
S S Anjali Krishna
Amrithapuri, Nettayam PO,
Trivandrum-695013

Dear S S Anjali,

On behalf of **KPMG Global Delivery Center Private Limited** (the 'Company'/ 'Firm'/ 'Employer'), I am pleased to offer you the position of **Associate 1** in **Audit** with the Company. You will be reporting to **Rohit Jindal** or such other person as authorized by the Company.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **11 September 2023**, this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the 'Probation Period') from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('Company Policy'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the 'Confirmation Letter'). The Company may at its discretion, extend the probationary period for a further period if the situation demands. Until such Confirmation Letter is issued, you are deemed to be on probation.

Provisional Offer

The offer is conditional upon you being eligible to work in India. It will be your responsibility to ensure that you continue to be eligible to work in India during the course of your employment. This offer is subject to the successful completion of the academic course which you are currently pursuing..

The offer also is subject to your completion of, to the Company's satisfaction, comprehensive background screening procedures, including without limitation, education, employment, residence, identity and other verifications; criminal records and civil database checks; and various compliance authority checks. You agree to provide to the Company and/or any background screening service provider of the Company all information necessary to conduct such background screening procedures within 5 days, and hereby represents and warrants that such information provided is and will be accurate and complete. You further consent to the collection, storage and independent verification of the information provided to the Company and/or any background screening service provider of the Company by the Employee for such



employment purposes in terms of Clause 12 of this Agreement.

In the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, the same shall constitute breach of discipline and your services will be liable to be terminated with immediate effect without notice and with no liability to make any further payment to you.

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

1. Your General Duties

- 1.1. Your immediate Performance Manager will communicate the details of your role and work responsibilities in the initial weeks of joining the Company. During your employment, the Company may require you to work on any project that you are assigned to, or any technical platforms/ skills and nature of the project, in differentiated work timings, at designated workspace and location as may be decided by the Company.
- 1.2. In addition to the roles and work responsibilities, you hereby undertake to, at all times:
 - a. Comply with Independence and Risk Policies applicable to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. The Company's independence and risk policies apply to personnel in all functions irrespective of the entity to which you belong to. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Clause 11 below. Please refer to Annexure 3 for further details.
 - b. Comply with Prevention of Insider Trading policy- you shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.
 - c. Comply with the Company's policies at all times and to abide by the provisions of the policies as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Clause 11 below. The terms of the Company's policies shall form part and parcel of this Agreement.



- d. Comply with Social Media Policy: You shall ensure compliance with the Social Media policy of the Company as amended from time to time. Additionally, it is important that you use only the correct legal name of the entity with which you are employed on all the social media platforms. Any non-compliance of the Social Media policy of the Company, including any direct or indirect reference to an entity name, other than the name of your employer at the relevant time, shall be construed as a misconduct in terms of the Company's policies and shall be subject to the Company's disciplinary process.
- e. Disclosure and Personal Conflicts: In addition to your obligations under the Company's policies, you shall ensure that there is no personal conflict in performance of your duties, and you shall promptly notify the Company in case you perceive any personal conflict while discharging any of your duties. Further, you shall ensure that you comply with all Company's policies at all times in this regard. 'Personal Conflict' shall mean where an employee has a personal connection with the client/target/sub-contractor/vendor/supplier, etc., which may interfere, or may be perceived to interfere, with their ability to remain objective/independent, or where they are personally in possession or have access to confidential information relating to any party or transaction and which can be used to gain any undue advantage or benefit in respect of which the employee is involved or likely to be involved for provision of services. Any non-compliance of this clause shall be construed as a misconduct and shall be subject to the Company's disciplinary process.

2. Compensation

- 2.1. Your total fixed Compensation shall be **INR 500000/- (Rupees Five Lakh)** per annum, payable monthly in arrears as detailed in Annexure 1.
- 2.2. In addition to the basic salary mentioned above, you shall be entitled to certain additional allowances and benefits which are further listed in Annexure 1 and 2 below.
- 2.3. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.
- 2.4. As per the prevalent policy any employee joining on or before 31st March of the ongoing performance year, will be eligible to be considered for annual fixed salary increase (increment), subject to their rating in respect of the relevant performance year and being in active employment (and not serving notice) of the Company on the date of issuance of the increment letter.
- 2.5. Any employee joining on or before 30 June of the relevant performance year, will be eligible to be considered for the year-end review and performance incentive, subject to their rating in respect of the relevant performance year and being in



active employment (and not serving notice) of the Company on the date of disbursement of performance incentive.

3. Working Hours

- 3.1. Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

You will be required to work **(8)** hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

4. Location and Travel

- 4.1. You shall be based in Kochi and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.
- 4.2. You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

5. Leaves and Holidays

- 5.1. You shall be entitled to 22 days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.
- 5.2. In addition to the above, you will also be entitled to statutory holidays, as may be notified in the list of holidays to be issued by the Company at the start of calendar year.
- 5.3. You are also entitled to other leaves such as Well-being/Sick leave, compassionate leave, family caregiver leave etc which are more detailed in the Company's policies.
- 5.4. Maternity Benefits [For Women employees only]: You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.



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

6. Confidential Information

- 6.1. For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

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



- 6.2. You shall not, either during your employment or at any time thereafter, except as required by law or otherwise specifically approved, use, divulge, copy, quote, refer or disclose to any third party or send, upload, transfer, transmit to yourself on any email address, including by use of official and/or personal email account, external storage devices (e.g. USB, flash drives, SD card, external hard disk), upload on cloud storage (e.g. Google Drive, One Drive etc.), unofficial/unauthorized collaboration sites or third party messaging applications (e.g. Whatsapp, Telegram etc.) or in any other manner whatsoever, any sensitive and/or Confidential Information, whether in whole or in part, which may have come to your possession or knowledge at any time during the course of your employment with the Company. Any non-compliance of this obligation shall be construed as a misconduct in terms of the Company's policies and shall be subject to the Company's disciplinary process. You shall also ensure that you comply with all Company policies at all times in this regard. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.
- 6.3. You agree not to use any Confidential Information (as defined above) disclosed to you by the Company or its affiliates, during the course of employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company, in order to prevent it from coming in public domain or in the possession of persons other than those persons authorized to have any such information. You further agree to forthwith notify the Company in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of the Company's Confidential Information which may come to your attention.
- 6.4. You agree, except as otherwise expressly authorized by the Company, not to make any copies or duplicates of any of the Company's Confidential Information. Any materials or documents that have been furnished by the Company to you in connection with the employment relationship shall be promptly returned by you to the Company, accompanied by all the copies of such documentation, with ten days from the (a) termination of employment or (b) written request of the Company.
- 6.5. This obligation shall be valid for the time of the employment relationship as well as after its termination, regardless of the reason for the termination of the Agreement.

7. Intellectual Property

- 7.1. You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of



the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

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

8. External Employment Conditions

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

9. Indemnity

- 9.1. You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the Company's policies.
- 9.2. In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.
- 9.3. The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document.

10. Retirement

- 10.1. The retirement age for the Company currently is 60 years. Please refer to the company's policy for further details.

11. Termination



- 11.1. During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon 60 days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period the Employee may also terminate this Agreement without assigning any reasons upon 60 days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to 60 days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as well as the total cost incurred by the Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.
- 11.2. Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon 60 days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the 60 days written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement is terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation.
- 11.3. In case of termination of employment under Clause 11.1 and 11.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.
- 11.4. With the exception as laid out in Clause 11.3 above, except where expressly permitted, you shall not be entitled to any leave while serving your notice period under this Agreement.
- 11.5. Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect and with no liability to make any further payment to you (other than in respect of amounts accrued due at the date of termination), if you:



- a. fail to satisfactorily complete the Company's background screening checks;
- b. are found to have engaged in any act of misconduct or negligence in the discharge of his/ her duties or in the conduct of the Company's business; or
- c. are found to have engaged in any other act or omission, inconsistent with your duties; or
- d. are found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;
- e. are convicted of any criminal offence; or,
- f. fail to adhere to the policies of the Company
- g. are found to have engaged in unauthorized absence beyond a period of three (3) days.

11.6. Return of Property

- a. For the purposes of this Clause 11.6, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.
- b. The Employee shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Clause 11, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

12. Data Protection and retention

- 12.1. The Company (directly and/or through any service provider) shall process your information for legal, personnel, remuneration, pre-employment vetting, administrative



and management and other such purposes subject to the applicable laws. Furthermore, you hereby explicitly consent to the holding and processing of the personal and sensitive personal data as per KPMG Policy.

- 12.2. During the course of your employment, you agree to comply with any policies issued by the Company from time to time relating to Data privacy/ data retention and data protection.

13. Governing Law

- 13.1. This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

14. Miscellaneous

- 14.1. Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof to the exclusion of all other prior agreements, arrangements or understandings and assurances between the Parties, relating to such subject matter either written or oral. Should any terms of this Agreement conflict with any of the terms of the Company's policy, the terms of the Company's policy shall prevail.
- 14.2. Severability: The various provisions of this Agreement are severable and if any provision or identifiable part of it is held to be invalid, unlawful or unenforceable by any tribunal or court of competent jurisdiction, then such unenforceability shall not affect the enforceability of the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law. In such circumstances, the Employer shall determine in good faith to replace any invalid, unlawful or unenforceable clause or provision with a suitable clause or provision which maintains as far as possible the purpose and effect of this Agreement.
- 14.3. Waiver: No failure or delay on the part of any Party in exercising any right or power under this Agreement shall take effect as a waiver of such right or power under this Agreement.
- 14.4. Survival: Upon termination of this Agreement those sections that by their nature are intended to survive termination, rescission or expiration of this Agreement shall so survive, unless otherwise indicated in this Agreement.

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



If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before 31-08-2023, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,

for KPMG Global Delivery Center Private Limited

Partho Bandopadhyay
(Authorized Signatory)

I am pleased to accept the offer contained above.

S S Anjali Krishna
(Candidate's Name)



ANNEXURE-1

INDICATIVE COMPENSATION PLAN

S S Anjali Krishna
Associate 1
Kochi

Compensation Category	Monthly (in INR)	Annual (in INR)
Basic Salary (a)	20833	250000
Flexible Compensation (b) *	18333	220000
Employer Contribution to Provident Fund (c)	2500	30000
Total Cost to Company (a+b+c)	41666	500000

* Flexible Compensation will include minimum 10% of Basic Salary as HRA

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Company in that regard.
- Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund.
- Gratuity will be governed by the Payment of Gratuity Act.
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year.
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.
- Performance Bonus will be payable only subject to your being on the payroll of the Company and not serving notice at the time of disbursement.
- Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including



tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

- Flexible compensation needs be allocated every year basis the components published by the Company.
- Any statutory deduction shall be made as per applicable laws.

OTHER BENEFITS

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

On your joining the Company you may refer to the Company's policies for further details on the benefits that are available to you.

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



ANNEXURE 2

Compensation Structure	
Fixed Components / Mandatory Components:	
	Associate 1
A Basic Salary	50% of 'Cost to Co.'
B Provident Fund	12% of basic will be deducted from the basic as the employee's contribution towards PF. An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.
The balance of 'Cost to Co.' can be structured using the following options:	
	Associate 1
C1 House Rent Allowance	✓
<p>Ø Minimum 10% of your basic salary will be allocated towards HRA. Ø Maximum HRA which can be allocated is 50% of your basic salary.</p> <p>If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following:</p> <ol style="list-style-type: none"> 1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act. 2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed. 3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law) 4. The address of the employee given to the Firm and as per the lease deed should be the same. 5. Monthly Rent Paid: 	
Rent Paid	Requirement
More than or equal to Rs. 20,000/-	<ol style="list-style-type: none"> 1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. 3. PAN of landlord <p>1. All above three are mandatory to be mentioned on rent receipts.</p>
	Associate 1
C2 Car Lease Rentals/Insurance	X
-	



		Associate 1
C3	Andriod / iPhone Handset reimbursement	X
	-	
		Associate 1
C4	Leave Travel Allowance	✓
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate 1
C5	Children's Education Allowance	✓
	Exemption as per IT Rules.	
		Associate 1
C6	Expenses in pursuit of Education	✓
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Associate 1
C7	Meal Vouchers	✓
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-	
		Associate 1
C8	Purchase of computer at home	✓
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	



INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

- **What is independence and why is it so important?**
- **Do the independence rules apply to me?**
- **When is my family subject to the rules?**
- **What kinds of investments are prohibited for a 'Member of the Firm'?**
- **What kinds of loans are acceptable?**

What Is Independence and Why Is It so Important?

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

Do the Independence Rules Apply to Me?

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

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

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

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a



client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

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

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

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

When Is My Family Subject to the Rules?

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

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

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



client, may impair the Firm's independence.

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

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

In addition:

If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

- You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm's independence rules with respect to their investments.
- Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

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



Annexure

Sign On Bonus

28 August 2023
S S Anjali Krishna
Amrithapuri, Nettayam PO,
Trivandrum-695013

Subject :- Sign-on bonus

Dear S S Anjali,

In addition to our offer dated 28 August 2023, we are pleased to add the following components to your compensation.

You are entitled to receive INR 50000/- (Rupees Fifty Thousand) as sign on bonus to be paid to you in the following 1 tranches.

- INR 50000/- (Rupees Fifty Thousand) - payable at successful completion of 12 months.

Please note, the above-mentioned sign on bonus will be recovered in the event of your resignation within 24 months of joining the Company.

Save and except the aforesaid, all other terms & conditions of your employment shall remain unchanged and accordingly this letter shall form part and parcel of your employment contract.

All payments shall be subject to deduction of tax at source as per applicable tax laws.

We would like to take this opportunity of welcoming you and wishing you every success in your career with us.

Yours sincerely
For KPMG Global Delivery Center Private Limited

Partho Bandopadhyay
(Authorized Signatory)

I accept the Sign-on terms contained above.



S S Anjali Krishna
(Candidate's Name)



ADDENDUM TO OFFER LETTER DATED 28 August 2023.

This Addendum is made and entered into as of 11 September 2023 by and between KPMG Global Delivery Center Private Limited and S S Anjali Krishna to amend the Offer Letter dated 28 August 2023 between the Parties which is incorporated herein by reference. All capitalized terms not otherwise defined herein shall have the meaning given to them in the Offer Letter.

KGS and the Candidate are collectively referred to "Parties" and individually as "Party"

WHEREAS the KGS has issued an Offer Letter to the Candidate dated 28 August 2023

AND WHEREAS the Parties agree to amend terms and conditions of the Offer Letter by way of this Addendum;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the Parties hereby agree as follows:

1. Further Clause 2.5. of the said Offer Letter shall be replaced with the following clause:

"Any employee joining on or before 30 June of the relevant performance year, will be eligible to be considered for the year-end review but will not be entitled to performance incentive in first performance cycle. However, performance incentive will be applicable in the second performance year subject to their performance rating in respect of the relevant performance year and being in active employment (and not serving notice) of the Company on the date of disbursement of performance incentive.

During the first performance year the Employee will be eligible for a sign-on/retention bonus in lieu of the performance incentive. The sign-on/retention bonus will be paid to you as per the schedule defined in the sign-on/retention bonus letter issued to you along with the offer letter.

The amount will be payable only if the Employee is not under any active performance improvement plan. If the Employee is under an active performance improvement plan, this amount will be payable only upon the Employee successfully clearing the performance improvement plan.

2. The following clause is hereby incorporated within Clause titled "Provisional Offer" in the Offer Letter:

"The offer is also conditional upon you successfully completing the academic course that you are currently pursuing."

"The offer is also conditional upon you to relocating on/before the date of joining to an address where transport / cab facility provided by KGS is available. In the event you failed to relocate before the date of joining, the same shall constitute breach of discipline and your offer will be liable to be rescinded / services will be liable to be terminated."



All payments are subject to tax deduction at source in accordance with applicable tax laws."

Except as amended by this Addendum, all other terms and conditions of the Offer Letter are unchanged and shall remain in full force and effect. Should any terms of this Addendum conflict with any of the terms of the Offer Letter, the terms of this Addendum shall prevail.

The parties have caused this Addendum to be executed by their duly authorized representatives.

for KPMG Global Delivery Center Private Limited

Partho Bandopadhyay
(Authorized Signatory)

I am pleased to accept the offer contained above.

S S Anjali Krishna
(Candidate's Name)



Annexure

Welcome Allowance

28 August 2023
S S Anjali Krishna
Amrithapuri, Nettayam PO,
Trivandrum-695013

Subject – First employment welcome allowance

At KGS, we believe that the first employment is a very important transition for every individual. In our endeavor to make this transition smooth and memorable, we welcome all colleagues who are stepping into their first job with a one-time welcome allowance of INR 12,000 (Rupees twelve thousand only), in addition to the compensation mentioned in the Annexure 1. This allowance is subject to amendment in line with the organizational policy. The aforesaid amount will be paid in the subsequent month's payroll, subject to the current policy applicable at the date of disbursement.

All payments shall be subject to deduction of tax at source as per applicable tax laws.

Yours sincerely
for KPMG Global Delivery Center Private Limited

Partho Bandopadhyay
(Authorized Signatory)

I am pleased to accept the offer contained above.

S S Anjali Krishna
(Candidate's Name)





PRIVATE AND CONFIDENTIAL

Reference No. - 1384486055
Applicant ID - 5821300

20-May-2023

ANJANA ANUP

Dear ANJANA,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme during the current academic year and submission of your certificate and mark sheet within 3 months of result announcement - which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked, which please take note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : icicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.



PRIVATE AND CONFIDENTIAL

Reference No. - 1384486055

Applicant ID - 5821300

20-May-2023

ANJANA ANUP

Dear ANJANA,

We are pleased to make you an offer of appointment as Deputy Manager (Band II) in ICICI Bank. You will be placed in WEALTH & TRADE at THIRUVANANTHAPURAM - PULIMOODU.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of. The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join our Bank on 15-Jun-2023.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

- **Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office: ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

ANJANA ANUP

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.



ICICI Bank Limited
ICICI Bank Towers
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Mumbai 400 051, India.

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- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
- **Termination of Employment:** Your services with the Bank are liable to be terminated
 - Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
 - a) Any breach of the conditions mentioned in this letter on your part
 - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
 - c) Any incorrect information furnished by you like:
 - Mismatch in your previous employment data even for a day
 - Mismatch in your previous pay slip
 - Fake qualification certificates etc; and
 - d) Suppression of any material information by you.
 - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

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ANJANA ANUP

• General:

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements.

If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Ankit Agrawal
ASSISTANT GENERAL MANAGER

Digitally signed by ANKIT AGRAWAL
Date: 2023.05.20 17:10:11 +05:30
Reason: Offer Letter
Location: Mumbai

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

Signature

of

Applicant

ICICI Bank Limited
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Mumbai 400 051, India.

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ANJANA ANUP

Annexure:**Remuneration:**

- Your Base Salary will be Rs. 198,000/- (Rupees One Lakh Ninty Eight Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 1,07,100/- (Rupees One Lakh Seven Thousand One Hundred only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 99,000/- (Rupees Ninety Nine Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 29,700/- (Rupees Twenty Nine Thousand Seven Hundred only) per annum.



ANJANA ANUP

Benefits:

- Comprehensive Medclaim Coverage for you and your immediate family up to Rs.400,000/-(Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.
- You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Loans: Your overall loan entitlement is Rs.500,000/-(Rupees Five Lakh only) at an interest rate of 2.5%. The details of the ICICI Bank loan scheme are attached herewith.

Digitally signed by ANKIT AGRAWAL
Date: 2023.05.20 17:10:12 +05:30
Reason: Offer Letter
Location: Mumbai



Signature of Applicant



JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use "forgot password" option to generate a new password.

Following documents (Photo copies) are required to be uploaded:

- a) Self-attested copies of educational certificates and marksheet (Xth/XIth/ Graduation/ Post graduation)
- b) Latest Curriculum Vitae
- c) Passport size Photograph (against Red background)
- d) Address proof (Passport/Voter id/Ration card)
- e) PAN Card
- f) Copy of appointment letter duly signed by you as acceptance of terms and conditions of appointment.

You are required to carry all original documents for verification on the day of joining.

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Remuneration Details		
Name: ANJANA ANUP		
Position: Deputy Manager (Band II)		
Group: RETAIL BANKING GROUP		
	Deputy Manager (Band II)	
	Monthly	Annual
Basic	16,500	198,000
HRA	8,250	99,000
Supplementary Allowance *	8,925	1,07,100
Superannuation Allowance **	2,475	29,700
Total	36,150	4,33,800
Retirals		
Retirals (PF, Gratuity) ***	3,354	40,248
Total Fixed	39,504	4,74,048
Performance Linked Retention Pay #	8,750	1,05,000
Cost of Loans ##	4,167	50,004
Deferred Allowance###	11,667	140,000
Total CTC	64,088	7,69,052
<p>### Deferred allowance of Rs.140,000 will be paid annually for two years at the end of Financial year. For off-campus recruitment, the deferred amount would be prorated for the number of days worked in the FY . The payment of Deferred Allowance will be subject to the following conditions:</p> <ul style="list-style-type: none"> • You being active and not serving notice as on the dates of payments • Your performance being satisfactory • You not having breached any rules and regulations of ICICI Bank or having any ongoing disciplinary investigation against you. 		

Digitally signed by ANKIT AGRAWAL
 Date: 2023.05.20 17:10:13 +05:30
 Reason: Offer Letter
 Location: Mumbai



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 Bandra-Kurla Complex
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* Supplementary allowance will include HRA Conveyance / Travel allowance, Telephone reimbursement, LTA, Medical, Canteen and any other allowance.

*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

Performance Linked Retention Pay payout would be as per the policy of the Bank. Please note that there is no minimum guaranteed payout.

Overall loan entitlement is Rs.5 Lakh @ an interest rate of 2.5%. Only education loan can be availed in the first year of joining. Refer to section on Loan Scheme in offer letter for more details.

Date : 20-May-2023

Digitally signed by ANKIT AGRAWAL
Date: 2023.05.20 17:10:13 +05:30
Reason: Offer Letter
Location: Mumbai

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Loan Scheme

You will be eligible for Rs. 500,000 (Rupees Five Lakh only) of education loan at the interest rate of 2.5% per annum. The following terms and conditions will be applicable.

Terms and conditions:

- a) Sanction of loan will be at the sole discretion of the Management.
- b) The tenure of repayment is 5 years. The monthly installment and interest will be recovered from monthly salary.
- c) The entire loan outstanding will have to be repaid at the cessation of service.
- d) In case of separation from bank's services, employee should settle full outstanding staff loans before the last working day. In case of delay in loan repayment under exceptional circumstances, either on account of being taken over by the new employer/bank/financial institution or on account of being paid out of retiral accumulation, commercial interest @ 24% p.a. will be charged from last working day till the date of repayment.
- e) All new loans will require the beneficiary to provide a "guarantor" who would underwrite the loan in case of default. The employee and the guarantor need to complete the process of signing the 'Guarantee and Indemnity' form and also provide adequate income proof of Guarantor. Personal guarantor cannot be an existing employee of the Bank.
- f) All loan disbursements shall be subject to the Bank fulfilling its requirement of obtaining critical information like PAN details, proof of permanent residential address, and copy of driving license and/or passport details.
- g) Loan can be availed for only making payment to the existing Education Loan in any Bank/Financial Institution.

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KPMG Global Delivery Centre Private Limited

RMZ Ecoworld,
6th Floor, Campus 7,
Devarabeesanahalli, Outer Ring Road,
Bengaluru - 560 103, India

Telephone: +91 80 6132 6100

31 August 2023
Anu Merin Merin Sam
Vizhalil Koothappallil, Niranam PO,
Thiruvalla-689621

Dear **Anu Merin,**

On behalf of **KPMG Global Delivery Center Private Limited** (the 'Company'/ 'Firm'/ 'Employer'), I am pleased to offer you the position of **Associate 1** in **Audit** with the Company. You will be reporting to **Rohit Jindal** or such other person as authorized by the Company.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **25 September 2023**, this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the 'Probation Period') from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('Company Policy'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the 'Confirmation Letter'). The Company may at its discretion, extend the probationary period for a further period if the situation demands. Until such Confirmation Letter is issued, you are deemed to be on probation.

Provisional Offer

The offer is conditional upon you being eligible to work in India. It will be your responsibility to ensure that you continue to be eligible to work in India during the course of your employment. This offer is subject to the successful completion of the academic course which you are currently pursuing..

The offer also is subject to your completion of, to the Company's satisfaction, comprehensive background screening procedures, including without limitation, education, employment, residence, identity and other verifications; criminal records and civil database checks; and various compliance authority checks. You agree to provide to the Company and/or any background screening service provider of the Company all information necessary to conduct such background screening procedures within 5 days, and hereby represents and warrants that such information provided is and will be accurate and complete. You further consent to the collection, storage and independent verification of the information provided to the Company and/or any background screening service provider of the Company by the Employee for such



employment purposes in terms of Clause 12 of this Agreement.

In the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, the same shall constitute breach of discipline and your services will be liable to be terminated with immediate effect without notice and with no liability to make any further payment to you.

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

1. Your General Duties

- 1.1. Your immediate Performance Manager will communicate the details of your role and work responsibilities in the initial weeks of joining the Company. During your employment, the Company may require you to work on any project that you are assigned to, or any technical platforms/ skills and nature of the project, in differentiated work timings, at designated workspace and location as may be decided by the Company.
- 1.2. In addition to the roles and work responsibilities, you hereby undertake to, at all times:
 - a. Comply with Independence and Risk Policies applicable to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. The Company's independence and risk policies apply to personnel in all functions irrespective of the entity to which you belong to. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Clause 11 below. Please refer to Annexure 3 for further details.
 - b. Comply with Prevention of Insider Trading policy- you shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.
 - c. Comply with the Company's policies at all times and to abide by the provisions of the policies as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Clause 11 below. The terms of the Company's policies shall form part and parcel of this Agreement.



- d. Comply with Social Media Policy: You shall ensure compliance with the Social Media policy of the Company as amended from time to time. Additionally, it is important that you use only the correct legal name of the entity with which you are employed on all the social media platforms. Any non-compliance of the Social Media policy of the Company, including any direct or indirect reference to an entity name, other than the name of your employer at the relevant time, shall be construed as a misconduct in terms of the Company's policies and shall be subject to the Company's disciplinary process.
- e. Disclosure and Personal Conflicts: In addition to your obligations under the Company's policies, you shall ensure that there is no personal conflict in performance of your duties, and you shall promptly notify the Company in case you perceive any personal conflict while discharging any of your duties. Further, you shall ensure that you comply with all Company's policies at all times in this regard. 'Personal Conflict' shall mean where an employee has a personal connection with the client/target/sub-contractor/vendor/supplier, etc., which may interfere, or may be perceived to interfere, with their ability to remain objective/independent, or where they are personally in possession or have access to confidential information relating to any party or transaction and which can be used to gain any undue advantage or benefit in respect of which the employee is involved or likely to be involved for provision of services. Any non-compliance of this clause shall be construed as a misconduct and shall be subject to the Company's disciplinary process.

2. Compensation

- 2.1. Your total fixed Compensation shall be **INR 500000/- (Rupees Five Lakh)** per annum, payable monthly in arrears as detailed in Annexure 1.
- 2.2. In addition to the basic salary mentioned above, you shall be entitled to certain additional allowances and benefits which are further listed in Annexure 1 and 2 below.
- 2.3. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.
- 2.4. As per the prevalent policy any employee joining on or before 31st March of the ongoing performance year, will be eligible to be considered for annual fixed salary increase (increment), subject to their rating in respect of the relevant performance year and being in active employment (and not serving notice) of the Company on the date of issuance of the increment letter.
- 2.5. Any employee joining on or before 30 June of the relevant performance year, will be eligible to be considered for the year-end review and performance incentive, subject to their rating in respect of the relevant performance year and being in



active employment (and not serving notice) of the Company on the date of disbursement of performance incentive.

3. Working Hours

- 3.1. Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

You will be required to work **(8)** hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

4. Location and Travel

- 4.1. You shall be based in Kochi and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.
- 4.2. You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

5. Leaves and Holidays

- 5.1. You shall be entitled to 22 days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.
- 5.2. In addition to the above, you will also be entitled to statutory holidays, as may be notified in the list of holidays to be issued by the Company at the start of calendar year.
- 5.3. You are also entitled to other leaves such as Well-being/Sick leave, compassionate leave, family caregiver leave etc which are more detailed in the Company's policies.
- 5.4. Maternity Benefits [For Women employees only]: You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.



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

6. Confidential Information

- 6.1. For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

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



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

- 6.3. You agree not to use any Confidential Information (as defined above) disclosed to you by the Company or its affiliates, during the course of employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company, in order to prevent it from coming in public domain or in the possession of persons other than those persons authorized to have any such information. You further agree to forthwith notify the Company in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of the Company's Confidential Information which may come to your attention.

- 6.4. You agree, except as otherwise expressly authorized by the Company, not to make any copies or duplicates of any of the Company's Confidential Information. Any materials or documents that have been furnished by the Company to you in connection with the employment relationship shall be promptly returned by you to the Company, accompanied by all the copies of such documentation, with ten days from the (a) termination of employment or (b) written request of the Company.

- 6.5. This obligation shall be valid for the time of the employment relationship as well as after its termination, regardless of the reason for the termination of the Agreement.

7. Intellectual Property

- 7.1. You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of



the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

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

8. External Employment Conditions

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

9. Indemnity

- 9.1. You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the Company's policies.
- 9.2. In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.
- 9.3. The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document.

10. Retirement

- 10.1. The retirement age for the Company currently is 60 years. Please refer to the company's policy for further details.

11. Termination



- 11.1. During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon 60 days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period the Employee may also terminate this Agreement without assigning any reasons upon 60 days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to 60 days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as well as the total cost incurred by the Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.
- 11.2. Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon 60 days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the 60 days written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement is terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation.
- 11.3. In case of termination of employment under Clause 11.1 and 11.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.
- 11.4. With the exception as laid out in Clause 11.3 above, except where expressly permitted, you shall not be entitled to any leave while serving your notice period under this Agreement.
- 11.5. Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect and with no liability to make any further payment to you (other than in respect of amounts accrued due at the date of termination), if you:



- a. fail to satisfactorily complete the Company's background screening checks;
- b. are found to have engaged in any act of misconduct or negligence in the discharge of his/ her duties or in the conduct of the Company's business; or
- c. are found to have engaged in any other act or omission, inconsistent with your duties; or
- d. are found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;
- e. are convicted of any criminal offence; or,
- f. fail to adhere to the policies of the Company
- g. are found to have engaged in unauthorized absence beyond a period of three (3) days.

11.6. Return of Property

- a. For the purposes of this Clause 11.6, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.
- b. The Employee shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Clause 11, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

12. Data Protection and retention

- 12.1. The Company (directly and/or through any service provider) shall process your information for legal, personnel, remuneration, pre-employment vetting, administrative



and management and other such purposes subject to the applicable laws. Furthermore, you hereby explicitly consent to the holding and processing of the personal and sensitive personal data as per KPMG Policy.

- 12.2. During the course of your employment, you agree to comply with any policies issued by the Company from time to time relating to Data privacy/ data retention and data protection.

13. Governing Law

- 13.1. This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

14. Miscellaneous

- 14.1. Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof to the exclusion of all other prior agreements, arrangements or understandings and assurances between the Parties, relating to such subject matter either written or oral. Should any terms of this Agreement conflict with any of the terms of the Company's policy, the terms of the Company's policy shall prevail.
- 14.2. Severability: The various provisions of this Agreement are severable and if any provision or identifiable part of it is held to be invalid, unlawful or unenforceable by any tribunal or court of competent jurisdiction, then such unenforceability shall not affect the enforceability of the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law. In such circumstances, the Employer shall determine in good faith to replace any invalid, unlawful or unenforceable clause or provision with a suitable clause or provision which maintains as far as possible the purpose and effect of this Agreement.
- 14.3. Waiver: No failure or delay on the part of any Party in exercising any right or power under this Agreement shall take effect as a waiver of such right or power under this Agreement.
- 14.4. Survival: Upon termination of this Agreement those sections that by their nature are intended to survive termination, rescission or expiration of this Agreement shall so survive, unless otherwise indicated in this Agreement.

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



If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before 05-09-2023, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,

for KPMG Global Delivery Center Private Limited

Partho Bandopadhyay
(Authorized Signatory)

I am pleased to accept the offer contained above.

Anu Merin Merin Sam
(Candidate's Name)



ANNEXURE-1

INDICATIVE COMPENSATION PLAN

Anu Merin Sam
Associate 1
Kochi

Compensation Category	Monthly (in INR)	Annual (in INR)
Basic Salary (a)	20833	250000
Flexible Compensation (b) *	18333	220000
Employer Contribution to Provident Fund (c)	2500	30000
Total Cost to Company (a+b+c)	41666	500000

* Flexible Compensation will include minimum 10% of Basic Salary as HRA

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Company in that regard.
- Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund.
- Gratuity will be governed by the Payment of Gratuity Act.
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year.
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.
- Performance Bonus will be payable only subject to your being on the payroll of the Company and not serving notice at the time of disbursement.
- Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including



tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

- Flexible compensation needs be allocated every year basis the components published by the Company.
- Any statutory deduction shall be made as per applicable laws.

OTHER BENEFITS

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

On your joining the Company you may refer to the Company's policies for further details on the benefits that are available to you.

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



ANNEXURE 2

Compensation Structure	
Fixed Components / Mandatory Components:	
	Associate 1
A Basic Salary	50% of 'Cost to Co.'
B Provident Fund	12% of basic will be deducted from the basic as the employee's contribution towards PF. An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.
The balance of 'Cost to Co.' can be structured using the following options:	
	Associate 1
C1 House Rent Allowance	✓
<p>Ø Minimum 10% of your basic salary will be allocated towards HRA. Ø Maximum HRA which can be allocated is 50% of your basic salary.</p> <p>If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following:</p> <ol style="list-style-type: none"> 1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act. 2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed. 3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law) 4. The address of the employee given to the Firm and as per the lease deed should be the same. 5. Monthly Rent Paid: 	
Rent Paid	Requirement
More than or equal to Rs. 20,000/-	<ol style="list-style-type: none"> 1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. 3. PAN of landlord
	1. All above three are mandatory to be mentioned on rent receipts.
	Associate 1
C2 Car Lease Rentals/Insurance	X
-	



		Associate 1
C3	Andriod / iPhone Handset reimbursement	X
	-	
		Associate 1
C4	Leave Travel Allowance	✓
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate 1
C5	Children's Education Allowance	✓
	Exemption as per IT Rules.	
		Associate 1
C6	Expenses in pursuit of Education	✓
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Associate 1
C7	Meal Vouchers	✓
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-	
		Associate 1
C8	Purchase of computer at home	✓
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	



INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

- **What is independence and why is it so important?**
- **Do the independence rules apply to me?**
- **When is my family subject to the rules?**
- **What kinds of investments are prohibited for a 'Member of the Firm'?**
- **What kinds of loans are acceptable?**

What Is Independence and Why Is It so Important?

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

Do the Independence Rules Apply to Me?

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

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

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

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a



client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

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

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

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

When Is My Family Subject to the Rules?

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

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

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



client, may impair the Firm's independence.

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

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

In addition:

If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

- You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm's independence rules with respect to their investments.
- Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

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



Annexure

Sign On Bonus

31 August 2023
Anu Merin Merin Sam
Vizhalil Koothappallil, Niranam PO,
Thiruvalla-689621

Subject :- Sign-on bonus

Dear Anu Merin,

In addition to our offer dated 31 August 2023, we are pleased to add the following components to your compensation.

You are entitled to receive INR 50000/- (Rupees Fifty Thousand) as sign on bonus to be paid to you in the following 1 tranches.

- INR 50000/- (Rupees Fifty Thousand) - payable at successful completion of 12 months.

Please note, the above-mentioned sign on bonus will be recovered in the event of your resignation within 24 months of joining the Company.

Save and except the aforesaid, all other terms & conditions of your employment shall remain unchanged and accordingly this letter shall form part and parcel of your employment contract.

All payments shall be subject to deduction of tax at source as per applicable tax laws.

We would like to take this opportunity of welcoming you and wishing you every success in your career with us.

Yours sincerely
For KPMG Global Delivery Center Private Limited

Partho Bandopadhyay
(Authorized Signatory)

I accept the Sign-on terms contained above.



Anu Merin Merin Sam
(Candidate's Name)



ADDENDUM TO OFFER LETTER DATED 31 August 2023.

This Addendum is made and entered into as of 25 September 2023 by and between KPMG Global Delivery Center Private Limited and Anu Merin Merin Sam to amend the Offer Letter dated 31 August 2023 between the Parties which is incorporated herein by reference. All capitalized terms not otherwise defined herein shall have the meaning given to them in the Offer Letter.

KGS and the Candidate are collectively referred to "Parties" and individually as "Party"

WHEREAS the KGS has issued an Offer Letter to the Candidate dated 31 August 2023

AND WHEREAS the Parties agree to amend terms and conditions of the Offer Letter by way of this Addendum;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the Parties hereby agree as follows:

1. Further Clause 2.5. of the said Offer Letter shall be replaced with the following clause:

"Any employee joining on or before 30 June of the relevant performance year, will be eligible to be considered for the year-end review but will not be entitled to performance incentive in first performance cycle. However, performance incentive will be applicable in the second performance year subject to their performance rating in respect of the relevant performance year and being in active employment (and not serving notice) of the Company on the date of disbursement of performance incentive.

During the first performance year the Employee will be eligible for a sign-on/retention bonus in lieu of the performance incentive. The sign-on/retention bonus will be paid to you as per the schedule defined in the sign-on/retention bonus letter issued to you along with the offer letter.

The amount will be payable only if the Employee is not under any active performance improvement plan. If the Employee is under an active performance improvement plan, this amount will be payable only upon the Employee successfully clearing the performance improvement plan.

2. The following clause is hereby incorporated within Clause titled "Provisional Offer" in the Offer Letter:

"The offer is also conditional upon you successfully completing the academic course that you are currently pursuing."

"The offer is also conditional upon you to relocating on/before the date of joining to an address where transport / cab facility provided by KGS is available. In the event you failed to relocate before the date of joining, the same shall constitute breach of discipline and your offer will be liable to be rescinded / services will be liable to be terminated."



All payments are subject to tax deduction at source in accordance with applicable tax laws."

Except as amended by this Addendum, all other terms and conditions of the Offer Letter are unchanged and shall remain in full force and effect. Should any terms of this Addendum conflict with any of the terms of the Offer Letter, the terms of this Addendum shall prevail.

The parties have caused this Addendum to be executed by their duly authorized representatives.

for KPMG Global Delivery Center Private Limited

Partho Bandopadhyay
(Authorized Signatory)

I am pleased to accept the offer contained above.

Anu Merin Merin Sam
(Candidate's Name)



Annexure

Welcome Allowance

31 August 2023
Anu Merin Merin Sam
Vizhalil Koothappallil, Niranam PO,
Thiruvalla-689621

Subject – First employment welcome allowance

At KGS, we believe that the first employment is a very important transition for every individual. In our endeavor to make this transition smooth and memorable, we welcome all colleagues who are stepping into their first job with a one-time welcome allowance of INR 12,000 (Rupees twelve thousand only), in addition to the compensation mentioned in the Annexure 1. This allowance is subject to amendment in line with the organizational policy. The aforesaid amount will be paid in the subsequent month's payroll, subject to the current policy applicable at the date of disbursement.

All payments shall be subject to deduction of tax at source as per applicable tax laws.

Yours sincerely
for KPMG Global Delivery Center Private Limited

Partho Bandopadhyay
(Authorized Signatory)

I am pleased to accept the offer contained above.

Anu Merin Merin Sam
(Candidate's Name)



PRIVATE AND CONFIDENTIAL

Ref. No.: BBL/HR/72036/2022-2023

Date: 14/02/2023

MR. Arjun Rajeev,

Dhyan, Makkuni Pocket Road, Pallikunnu, Kannur, Kerala - 670004

LETTER OF APPOINTMENT

Dear **MR. Arjun Rajeev,**

With reference to your application and subsequent discussions with us, we are pleased to offer you employment with Bandhan Bank in the position of **Customer Relationship Officer- MT** based at **1867-Kannur Branch under Kochi Cluster** at **Assistant Manager** grade.

You shall be required to join the Bank on or before **17-July-23**.

The detailed terms and conditions of your employment are outlined in **Annexure I ("Terms of Employment")** and compensation details are mentioned in **Annexure II ("Compensation Details")**. You will also be governed by the policies, rules and regulations of the Company as may be modified from time to time.

Accordingly, please sign and return a copy of this letter of employment and the employee statement attached herewith indicating your formal acceptance of your employment with the Company on the terms contained herein. Please initial each page of this letter. Upon your signature and return to us, this letter of employment will be treated as an employment agreement between the Company and you and the terms and conditions of this letter of employment shall govern your employment with the Company.

Kindly note that in case we do not receive your formal acceptance on or before **17-March-2023**, this letter of employment shall automatically be rescinded.

Yours sincerely,

For **Bandhan Bank Limited,**



Shivesh Kumar Singh

Head – Business HR

General Banking

ANNEXURE I**TERMS AND CONDITIONS OF EMPLOYMENT****1. Appointment**

- 1.1 During the course of your employment, you will be governed by the Code of Conduct and Ethics, rules, regulations and other policies (together the “Company Policies”) as enforced and as may be amended from time to time. The Bank reserves the right to vary the terms and conditions of service governing your appointment including your duties and responsibilities at any time.
- 1.2 You will be required to report at **1867-Kannur** under **Kochi** . You will be accountable for duties & responsibilities to the **Branch Head** or to any such person in Company as may be indicated to you from time to time. However, your services are transferable and you can be seconded or deputed by the Company to any of its operations or operations of its associate companies in India or abroad. The Company further reserves the right to transfer your employment to any other company or legal entity, as part of any transfer of undertaking of the Company or as part of any restructuring or amalgamation or such other plan implemented by the Company or by which the Company is bound, on such terms and conditions as applicable to such plan.
- 1.3 Your appointment and continuation in employment at Bandhan Bank is subject to clearance of all hand-over, dues in your previous organisation and submission of unconditional Relieving Letter and Experience Letter along with attested copies of all your degrees and professional qualification certificates at the time of joining.

Further, your appointment shall be subject to you being found medically fit for the role as mentioned in Point 14 of this letter.

Additionally, Bandhan Bank reserves the right to conduct a background verification / seek references from your current / previous employers. If any information, declaration provided by you, at the time of selection/ joining is later found to be false or untrue, or if any material information is suppressed and / or the background verification / reference checks received are not satisfactory, Bandhan Bank may terminate your services forthwith.

2. Probation & Confirmation

- 2.1 You will be on a probation period of 365 days (1 Year) from the date of your joining at Bandhan Bank. 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 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. Leave

- 3.1 You will be governed by Bandhan Bank’s Leave Policy announced from time to time. However, you must obtain prior approval of the concerned reporting manager prior to availing privilege leave.

4. Termination

- 4.1 During the probationary period of 365 days (1Year) including any extension, either party may terminate this appointment by giving 30 days prior notice in writing without assigning any reasons therefor. After confirmation, either party may terminate this appointment by giving 90 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 fulfillment of notice period, proper handover of charge to your successor to the satisfaction of the Company and any other conditions as may be communicated to you in writing.

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 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.

- 4.2 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 Conduct and Ethics or any of the terms and conditions set forth herein. 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, any act involving moral turpitude, including conviction in any criminal case during your present or previous employment, breach of any applicable law or regulation, breach of the Company's Code of Conduct and Ethics, 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.
- 4.3 In the event of your continuous absence for a period exceeding 15 days, without formal request or permission from the management for the same, you shall be deemed to have left and relinquished your service. The contract of service shall come to an end when the employee abandons his / her job.
- 4.4 Subject to earlier termination of this engagement, you shall retire on the last day of the month in which you attain the age of 60 years.
- 4.5 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.
- 4.6 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 5 and 6.

- 4.7 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 5, 6 and 7 survive expiration or termination of your employment contract with the Company.

5. Confidentiality & Employment Policy

- 5.1 In the course of your assignment with the Company, and by virtue of the position held by you, you may acquire information, technical or otherwise, including any computer software, trade secrets, design, technology, ideas, know-how, processes, formulas, compositions, data, techniques, improvements, inventions, work of authorship, business and product development plans, and other information concerning the Company's actual or anticipated business, research, and development or that is received by the Company, which is confidential or proprietary to Company or its subsidiaries or affiliates, its customers, subcontractors or any other person or company having any kind of association or relationship with Company, and / or its affiliates or subsidiaries (together "Confidential Information"). You shall keep and maintain strict confidentiality of such Confidential Information and data that may come to your possession or knowledge by virtue of this engagement, use such information only as may be required in the normal course of your work and shall not disclose or divulge any such information or data, without prior written consent of an authorized officer of the Company.
- 5.2 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.
- 5.3 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.
- 5.4 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. You may be required to execute such other or further agreements as Company or its affiliates or customers may require in this regard, from time to time.

6. Disclosure of Information

- 6.1 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.

7. Intellectual Property Rights

- 7.1 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.

8. Compensation

- 8.1 Your gross annual compensation will be the aggregate of Total Fixed Pay & Benefits as set forth in the **Annexure II (“Compensation”)** and will be subject to deduction of tax at source. Your Compensation will be reviewed periodically as per the Company 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.
- 8.2 It is however clarified that the Benefits as set forth in the Annexure 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.

9. Learning & Development

- 9.1 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 India 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 notice as referred to in clause 4 above, without being under obligation to make any payments to you.

10. Avoidance of Conflict of Interest

- 10.1 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, 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. 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.

11. 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.
12. In the event of any dispute or claim arising under this Agreement or in connection with the conditions of employment on a contractual basis under this Agreement, such dispute or claim shall be referred to 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. Parties also agree to submit themselves to the exclusive territorial jurisdiction of courts at Kolkata. The arbitration proceedings shall be conducted in 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.

13. The Insider Trading – Code of Conduct of the Bank (“Code”) and SEBI (Prohibition of Insider Trading) Regulations, 2015 (“Regulations”)

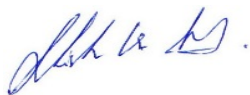
- 13.1 By virtue of your appointment in the Bank, you shall abide by the provisions of the PIT Code and PIT Regulations. The PIT Code is available on the intranet of the Bank. It is the responsibility of each employee to become familiar with the Bank's PIT Code and understand these laws and regulations.
- 13.2 Depending on your role and grade, you may fall under the definition of Designated Person as per the PIT Code and PIT Regulations. As a result, you shall adhere to the conditions/ restrictions as laid down in the PIT Code and the PIT Regulations at all times, while dealing in the securities of the Bank or grey list companies. You shall submit the appropriate disclosures (Initial/Annual/Continual) on ESSCOM Portal within the prescribed timeline or as may be communicated to you from time to time.
- 13.3 Further, in compliance with the conditions/ restrictions as laid down in the PIT Code, you shall abide by the PIT Code while dealing in the securities of the Bank or grey list companies for a period of six months from the date of your relieving from the Bank and your trade shall be subject to pre-clearance by the Compliance Officer of the Bank.

14. Health Check-up

Your appointment in the Bank is subject to being found medically fit by a registered medical practitioner. You shall require to undergo stipulated medical test, at your own expense, and obtain a registered medical practitioner's certificate and submit the same at the time of your joining the Bank. In the event of your failure to submit a medical fitness certificate or submitting an unsatisfactory medical fitness certificate shall result in rescinding of the appointment with the Bank.

A duplicate copy of this letter is enclosed herewith, which may please be signed and returned to us in acceptance of the terms and conditions mentioned above.

For **Bandhan Bank Limited**,



Shivesh Kumar Singh
Head – Business HR
General Banking

Agreed and Accepted: _____
(Candidate Name) (Candidate Signature)

ANNEXURE II – Compensation Details**Confidential****Candidate Name:** Arjun Rajeev**Grade:** Assistant Manager**Position Name:** Customer Relationship Officer-MT**Location:** 1867-Kannur

Particulars	Monthly(Rs.)	Yearly(Rs.)
Basic Salary	₹ 11,992	₹ 1,43,904
HRA	₹ 5,996	₹ 71,952
Special Allowance	₹ 13,224	₹ 1,58,688
Medical Allowance	₹ 1,250	₹ 15,000
Conveyance Allowance	₹ 1,600	₹ 19,200
Child Education Allowance	₹ 200	₹ 2,400
Gross Salary	₹ 34,262	₹ 4,11,144
Benefits		
PF(Employer Contribution)	₹ 1,800	₹ 21,600
Gratuity	₹ 577	₹ 6,924
Insurance Valuation - Mediclaim, Term Life and Accidental Benefit	₹ 861	₹ 10,332
Cost to Company(CTC)	₹ 37,500	₹ 4,50,000

Payable as per the Payments of Gratuity Act.**Confidentiality:**

Matter of your compensation is confidential information of the Bank and should be treated with absolute confidentiality except to the extent you are required to make disclosure for any tax, legal or regulatory purpose. Any breach of this confidentiality obligations will be considered as breach of fidelity and secrecy clause under your terms of appointment.

17 May 2023

Arsha joy

Kc joy, Kidangan house, Kakkasery p.o, 680511, Pavaratty, Thrissur

Dear **Arsha** ,

Subject: **Offer of employment.**

We are pleased to offer you an appointment in our organization as **Unit Sales Manager - Key Relations Group** in **Band - VB** and your initial posting will be at location **Kochi** in **Key Relations Group** vertical.

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

This offer of employment is subject to:

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

In case of acceptance, you are required to join us latest by **23 June 2023** , failing which the offer shall stand withdrawn automatically, unless otherwise communicated to you in writing.

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

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

With Best Wishes,

Yours sincerely,

For ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED

Sandip Das

Talent Acquisition Manager

ACKNOWLEDGEMENT

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

Signature: _____

Place: _____

Date: _____

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

Note:

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

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



KPMG Global Delivery Centre Private Limited

RMZ Ecoworld,
6th Floor, Campus 7,
Devarabeesanahalli, Outer Ring Road,
Bengaluru - 560 103, India

Telephone: +91 80 6132 6100

15 June 2023

Ashely Daniel

**Abin Villa, Alavila, Kundayam PO,
Pathanapuram-689695**

Dear **Ashely,**

On behalf of **KPMG Global Delivery Center Private Limited** (the 'Company'/ 'Firm'/ 'Employer'), I am pleased to offer you the position of **Associate 1** in **Audit** with the Company. You will be reporting to **Rohit Jindal** or such other person as authorized by the Company.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **11 September 2023**, this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the 'Probation Period') from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('Company Policy'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the 'Confirmation Letter'). The Company may at its discretion, extend the probationary period for a further period if the situation demands. Until such Confirmation Letter is issued, you are deemed to be on probation.

Provisional Offer

The offer is conditional upon you being eligible to work in India. It will be your responsibility to ensure that you continue to be eligible to work in India during the course of your employment. This offer is subject to the successful completion of the academic course which you are currently pursuing..

The offer also is subject to your completion of, to the Company's satisfaction, comprehensive background screening procedures, including without limitation, education, employment, residence, identity and other verifications; criminal records and civil database checks; and various compliance authority checks. You agree to provide to the Company and/or any background screening service provider of the Company all information necessary to conduct such background screening procedures within 5 days, and hereby represents and warrants that such information provided is and will be accurate and complete. You further consent to the collection, storage and independent verification of the information provided to the Company and/or any background screening service provider of the Company by the Employee for such



employment purposes in terms of Clause 12 of this Agreement.

In the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, the same shall constitute breach of discipline and your services will be liable to be terminated with immediate effect without notice and with no liability to make any further payment to you.

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

1. Your General Duties

- 1.1. Your immediate Performance Manager will communicate the details of your role and work responsibilities in the initial weeks of joining the Company. During your employment, the Company may require you to work on any project that you are assigned to, or any technical platforms/ skills and nature of the project, in differentiated work timings, at designated workspace and location as may be decided by the Company.
- 1.2. In addition to the roles and work responsibilities, you hereby undertake to, at all times:
 - a. Comply with Independence and Risk Policies applicable to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. The Company's independence and risk policies apply to personnel in all functions irrespective of the entity to which you belong to. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Clause 11 below. Please refer to Annexure 3 for further details.
 - b. Comply with Prevention of Insider Trading policy- you shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.
 - c. Comply with the Company's policies at all times and to abide by the provisions of the policies as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Clause 11 below. The terms of the Company's policies shall form part and parcel of this Agreement.



- d. Comply with Social Media Policy: You shall ensure compliance with the Social Media policy of the Company as amended from time to time. Additionally, it is important that you use only the correct legal name of the entity with which you are employed on all the social media platforms. Any non-compliance of the Social Media policy of the Company, including any direct or indirect reference to an entity name, other than the name of your employer at the relevant time, shall be construed as a misconduct in terms of the Company's policies and shall be subject to the Company's disciplinary process.
- e. Disclosure and Personal Conflicts: In addition to your obligations under the Company's policies, you shall ensure that there is no personal conflict in performance of your duties, and you shall promptly notify the Company in case you perceive any personal conflict while discharging any of your duties. Further, you shall ensure that you comply with all Company's policies at all times in this regard. 'Personal Conflict' shall mean where an employee has a personal connection with the client/target/sub-contractor/vendor/supplier, etc., which may interfere, or may be perceived to interfere, with their ability to remain objective/independent, or where they are personally in possession or have access to confidential information relating to any party or transaction and which can be used to gain any undue advantage or benefit in respect of which the employee is involved or likely to be involved for provision of services. Any non-compliance of this clause shall be construed as a misconduct and shall be subject to the Company's disciplinary process.

2. Compensation

- 2.1. Your total fixed Compensation shall be **INR 500000/- (Rupees Five Lakh)** per annum, payable monthly in arrears as detailed in Annexure 1.
- 2.2. In addition to the basic salary mentioned above, you shall be entitled to certain additional allowances and benefits which are further listed in Annexure 1 and 2 below.
- 2.3. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.
- 2.4. As per the prevalent policy any employee joining on or before 31st March of the ongoing performance year, will be eligible to be considered for annual fixed salary increase (increment), subject to their rating in respect of the relevant performance year and being in active employment (and not serving notice) of the Company on the date of issuance of the increment letter.
- 2.5. Any employee joining on or before 30 June of the relevant performance year, will be eligible to be considered for the year-end review and performance incentive, subject to their rating in respect of the relevant performance year and being in



active employment (and not serving notice) of the Company on the date of disbursement of performance incentive.

3. Working Hours

- 3.1. Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

You will be required to work **(8)** hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

4. Location and Travel

- 4.1. You shall be based in Kochi and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.
- 4.2. You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

5. Leaves and Holidays

- 5.1. You shall be entitled to 22 days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.
- 5.2. In addition to the above, you will also be entitled to statutory holidays, as may be notified in the list of holidays to be issued by the Company at the start of calendar year.
- 5.3. You are also entitled to other leaves such as Well-being/Sick leave, compassionate leave, family caregiver leave etc which are more detailed in the Company's policies.
- 5.4. Maternity Benefits [For Women employees only]: You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.



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

6. Confidential Information

6.1. For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

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



- 6.2. You shall not, either during your employment or at any time thereafter, except as required by law or otherwise specifically approved, use, divulge, copy, quote, refer or disclose to any third party or send, upload, transfer, transmit to yourself on any email address, including by use of official and/or personal email account, external storage devices (e.g. USB, flash drives, SD card, external hard disk), upload on cloud storage (e.g. Google Drive, One Drive etc.), unofficial/unauthorized collaboration sites or third party messaging applications (e.g. Whatsapp, Telegram etc.) or in any other manner whatsoever, any sensitive and/or Confidential Information, whether in whole or in part, which may have come to your possession or knowledge at any time during the course of your employment with the Company. Any non-compliance of this obligation shall be construed as a misconduct in terms of the Company's policies and shall be subject to the Company's disciplinary process. You shall also ensure that you comply with all Company policies at all times in this regard. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.
- 6.3. You agree not to use any Confidential Information (as defined above) disclosed to you by the Company or its affiliates, during the course of employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company, in order to prevent it from coming in public domain or in the possession of persons other than those persons authorized to have any such information. You further agree to forthwith notify the Company in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of the Company's Confidential Information which may come to your attention.
- 6.4. You agree, except as otherwise expressly authorized by the Company, not to make any copies or duplicates of any of the Company's Confidential Information. Any materials or documents that have been furnished by the Company to you in connection with the employment relationship shall be promptly returned by you to the Company, accompanied by all the copies of such documentation, with ten days from the (a) termination of employment or (b) written request of the Company.
- 6.5. This obligation shall be valid for the time of the employment relationship as well as after its termination, regardless of the reason for the termination of the Agreement.

7. Intellectual Property

- 7.1. You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of



the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

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

8. External Employment Conditions

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

9. Indemnity

- 9.1. You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the Company's policies.
- 9.2. In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.
- 9.3. The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document.

10. Retirement

- 10.1. The retirement age for the Company currently is 60 years. Please refer to the company's policy for further details.

11. Termination



- 11.1. During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon 60 days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period the Employee may also terminate this Agreement without assigning any reasons upon 60 days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to 60 days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as well as the total cost incurred by the Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.
- 11.2. Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon 60 days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the 60 days written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement is terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation.
- 11.3. In case of termination of employment under Clause 11.1 and 11.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.
- 11.4. With the exception as laid out in Clause 11.3 above, except where expressly permitted, you shall not be entitled to any leave while serving your notice period under this Agreement.
- 11.5. Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect and with no liability to make any further payment to you (other than in respect of amounts accrued due at the date of termination), if you:



- a. fail to satisfactorily complete the Company's background screening checks;
- b. are found to have engaged in any act of misconduct or negligence in the discharge of his/ her duties or in the conduct of the Company's business; or
- c. are found to have engaged in any other act or omission, inconsistent with your duties; or
- d. are found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;
- e. are convicted of any criminal offence; or,
- f. fail to adhere to the policies of the Company
- g. are found to have engaged in unauthorized absence beyond a period of three (3) days.

11.6. Return of Property

- a. For the purposes of this Clause 11.6, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.
- b. The Employee shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Clause 11, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

12. Data Protection and retention

- 12.1. The Company (directly and/or through any service provider) shall process your information for legal, personnel, remuneration, pre-employment vetting, administrative



and management and other such purposes subject to the applicable laws. Furthermore, you hereby explicitly consent to the holding and processing of the personal and sensitive personal data as per KPMG Policy.

- 12.2. During the course of your employment, you agree to comply with any policies issued by the Company from time to time relating to Data privacy/ data retention and data protection.

13. Governing Law

- 13.1. This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

14. Miscellaneous

- 14.1. Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof to the exclusion of all other prior agreements, arrangements or understandings and assurances between the Parties, relating to such subject matter either written or oral. Should any terms of this Agreement conflict with any of the terms of the Company's policy, the terms of the Company's policy shall prevail.
- 14.2. Severability: The various provisions of this Agreement are severable and if any provision or identifiable part of it is held to be invalid, unlawful or unenforceable by any tribunal or court of competent jurisdiction, then such unenforceability shall not affect the enforceability of the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law. In such circumstances, the Employer shall determine in good faith to replace any invalid, unlawful or unenforceable clause or provision with a suitable clause or provision which maintains as far as possible the purpose and effect of this Agreement.
- 14.3. Waiver: No failure or delay on the part of any Party in exercising any right or power under this Agreement shall take effect as a waiver of such right or power under this Agreement.
- 14.4. Survival: Upon termination of this Agreement those sections that by their nature are intended to survive termination, rescission or expiration of this Agreement shall so survive, unless otherwise indicated in this Agreement.

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



If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before 20-06-2023, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,

for KPMG Global Delivery Center Private Limited

Partho Bandopadhyay
(Authorized Signatory)

I am pleased to accept the offer contained above.

Ashely Daniel
(Candidate's Name)



ANNEXURE-1

INDICATIVE COMPENSATION PLAN

Ashely Daniel
Associate 1
Kochi

Compensation Category	Monthly (in INR)	Annual (in INR)
Basic Salary (a)	20833	250000
Flexible Compensation (b) *	18333	220000
Employer Contribution to Provident Fund (c)	2500	30000
Total Cost to Company (a+b+c)	41666	500000

* Flexible Compensation will include minimum 10% of Basic Salary as HRA

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Company in that regard.
- Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund.
- Gratuity will be governed by the Payment of Gratuity Act.
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year.
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.
- Performance Bonus will be payable only subject to your being on the payroll of the Company and not serving notice at the time of disbursement.
- Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including



tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

- Flexible compensation needs be allocated every year basis the components published by the Company.
- Any statutory deduction shall be made as per applicable laws.

OTHER BENEFITS

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

On your joining the Company you may refer to the Company's policies for further details on the benefits that are available to you.

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



ANNEXURE 2

Compensation Structure	
Fixed Components / Mandatory Components:	
	Associate 1
A Basic Salary	50% of 'Cost to Co.'
B Provident Fund	12% of basic will be deducted from the basic as the employee's contribution towards PF. An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.
The balance of 'Cost to Co.' can be structured using the following options:	
	Associate 1
C1 House Rent Allowance	✓
<p>Ø Minimum 10% of your basic salary will be allocated towards HRA. Ø Maximum HRA which can be allocated is 50% of your basic salary.</p> <p>If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following:</p> <ol style="list-style-type: none"> 1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act. 2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed. 3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law) 4. The address of the employee given to the Firm and as per the lease deed should be the same. 5. Monthly Rent Paid: 	
Rent Paid	Requirement
More than or equal to Rs. 20,000/-	<ol style="list-style-type: none"> 1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. 3. PAN of landlord <p>1. All above three are mandatory to be mentioned on rent receipts.</p>
	Associate 1
C2 Car Lease Rentals/Insurance	X
-	



		Associate 1
C3	Andriod / iPhone Handset reimbursement	X
	-	
		Associate 1
C4	Leave Travel Allowance	✓
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate 1
C5	Children's Education Allowance	✓
	Exemption as per IT Rules.	
		Associate 1
C6	Expenses in pursuit of Education	✓
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Associate 1
C7	Meal Vouchers	✓
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-	
		Associate 1
C8	Purchase of computer at home	✓
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	



INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

- **What is independence and why is it so important?**
- **Do the independence rules apply to me?**
- **When is my family subject to the rules?**
- **What kinds of investments are prohibited for a 'Member of the Firm'?**
- **What kinds of loans are acceptable?**

What Is Independence and Why Is It so Important?

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

Do the Independence Rules Apply to Me?

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

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

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

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a



client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

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

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

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

When Is My Family Subject to the Rules?

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

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

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



client, may impair the Firm's independence.

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

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

In addition:

If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

- You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm's independence rules with respect to their investments.
- Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

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



Annexure

Sign On Bonus

15 June 2023
Ashely Daniel
Abin Villa, Alavila, Kundayam PO,
Pathanapuram-689695

Subject :- Sign-on bonus

Dear Ashely,

In addition to our offer dated 15 June 2023, we are pleased to add the following components to your compensation.

You are entitled to receive INR 50000/- (Rupees Fifty Thousand) as sign on bonus to be paid to you in the following 1 tranches.

- INR 50000/- (Rupees Fifty Thousand) - payable at successful completion of 12 months.

Please note, the above-mentioned sign on bonus will be recovered in the event of your resignation within 24 months of joining the Company.

Save and except the aforesaid, all other terms & conditions of your employment shall remain unchanged and accordingly this letter shall form part and parcel of your employment contract.

All payments shall be subject to deduction of tax at source as per applicable tax laws.

We would like to take this opportunity of welcoming you and wishing you every success in your career with us.

Yours sincerely
For KPMG Global Delivery Center Private Limited

Partho Bandopadhyay
(Authorized Signatory)

I accept the Sign-on terms contained above.



Ashely Daniel
(Candidate's Name)



ADDENDUM TO OFFER LETTER DATED 15 June 2023.

This Addendum is made and entered into as of 11 September 2023 by and between KPMG Global Delivery Center Private Limited and Ashely Daniel to amend the Offer Letter dated 15 June 2023 between the Parties which is incorporated herein by reference. All capitalized terms not otherwise defined herein shall have the meaning given to them in the Offer Letter.

KGS and the Candidate are collectively referred to "Parties" and individually as "Party"

WHEREAS the KGS has issued an Offer Letter to the Candidate dated 15 June 2023

AND WHEREAS the Parties agree to amend terms and conditions of the Offer Letter by way of this Addendum;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the Parties hereby agree as follows:

1. Further Clause 2.5. of the said Offer Letter shall be replaced with the following clause:

"Any employee joining on or before 30 June of the relevant performance year, will be eligible to be considered for the year-end review but will not be entitled to performance incentive in first performance cycle. However, performance incentive will be applicable in the second performance year subject to their performance rating in respect of the relevant performance year and being in active employment (and not serving notice) of the Company on the date of disbursement of performance incentive.

During the first performance year the Employee will be eligible for a sign-on/retention bonus in lieu of the performance incentive. The sign-on/retention bonus will be paid to you as per the schedule defined in the sign-on/retention bonus letter issued to you along with the offer letter.

The amount will be payable only if the Employee is not under any active performance improvement plan. If the Employee is under an active performance improvement plan, this amount will be payable only upon the Employee successfully clearing the performance improvement plan.

2. The following clause is hereby incorporated within Clause titled "Provisional Offer" in the Offer Letter:

"The offer is also conditional upon you successfully completing the academic course that you are currently pursuing."

"The offer is also conditional upon you to relocating on/before the date of joining to an address where transport / cab facility provided by KGS is available. In the event you failed to relocate before the date of joining, the same shall constitute breach of discipline and your offer will be liable to be rescinded / services will be liable to be terminated."



All payments are subject to tax deduction at source in accordance with applicable tax laws."

Except as amended by this Addendum, all other terms and conditions of the Offer Letter are unchanged and shall remain in full force and effect. Should any terms of this Addendum conflict with any of the terms of the Offer Letter, the terms of this Addendum shall prevail.

The parties have caused this Addendum to be executed by their duly authorized representatives.

for KPMG Global Delivery Center Private Limited

Partho Bandopadhyay
(Authorized Signatory)

I am pleased to accept the offer contained above.

Ashely Daniel
(Candidate's Name)



Annexure

Welcome Allowance

15 June 2023

Ashely Daniel

Abin Villa, Alavila, Kundayam PO,

Pathanapuram-689695

Subject – First employment welcome allowance

At KGS, we believe that the first employment is a very important transition for every individual. In our endeavor to make this transition smooth and memorable, we welcome all colleagues who are stepping into their first job with a one-time welcome allowance of INR 12,000 (Rupees twelve thousand only), in addition to the compensation mentioned in the Annexure 1. This allowance is subject to amendment in line with the organizational policy. The aforesaid amount will be paid in the subsequent month's payroll, subject to the current policy applicable at the date of disbursement.

All payments shall be subject to deduction of tax at source as per applicable tax laws.

Yours sincerely

for KPMG Global Delivery Center Private Limited

Partho Bandopadhyay

(Authorized Signatory)

I am pleased to accept the offer contained above.

Ashely Daniel

(Candidate's Name)



28 April 2023

ASHIQ S R
Crescent, Near LPS Madavana

Dear **ASHIQ**,

Subject: **Offer of employment.**

We are pleased to offer you an appointment in our organization as **Unit Sales Manager - SME Agency** in **Band - VB** and your initial posting will be at location **Bengaluru - Koramangala** in **SME Agency** vertical.

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

This offer of employment is subject to:

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

In case of acceptance, you are required to join us latest by **23 June 2023**, failing which the offer shall stand withdrawn automatically, unless otherwise communicated to you in writing.

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

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

With Best Wishes,

Yours sincerely,

For ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED

Vidhya Shetty

Talent Acquisition Manager

ACKNOWLEDGEMENT

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

Signature: _____

Place: _____

Date: _____

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

Note:

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

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



PRIVATE AND CONFIDENTIAL

Reference No. - 1384508071

Applicant ID - 5827323

09-Jun-2023

Aswathy Sasi

Dear Aswathy,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme during the current academic year and submission of your certificate and mark sheet within 3 months of result announcement - which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked, which please take note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN : L65190GJ1994PLC021912

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Pedra Road,
Vadodara 390 007, India.



PRIVATE AND CONFIDENTIAL

Reference No. - 1384508071

Applicant ID - 5827323

09-Jun-2023

Aswathy Sasi

Dear Aswathy,

We are pleased to make you an offer of appointment as Deputy Manager (Band II) in ICICI Bank. You will be placed in BUSINESS DEVELOPMENT at CHENNAI - NUNGAMBAKKAM_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of. The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join our Bank on 15-Jun-2023.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

- **Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN: L85190GJ1994PLC021012

Regd. Office: ICICI Bank Tower,
Near Chakkil Circle,
Old Padra Road,
Vadodra 390 007, India.

Aswathy Sasi


- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/assist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icici.bank.com
CIN: L65190GJ1996PLC021012



Regd. Office - ICICI Bank Tower
Near Chakli Circle,
Old Padra Road,
Vadodra 390 007, India

Aswathy Sasi

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal cases instituted against you in any Court of Law or any complaint/show cause notice/prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issues relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its officials for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
- **Termination of Employment:** Your services with the Bank are liable to be terminated
 - Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
 - a) Any breach of the conditions mentioned in this letter on your part
 - b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
 - c) Any incorrect information furnished by you like:
 - Mismatch in your previous employment data even for a day
 - Mismatch in your previous pay slip
 - Fake qualification certificates etc; and
 - d) Suppression of any material information by you.
 - e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

ICICI Bank Limited
ICICI Bank Towers
Sandra-Kurle Complex
Mumbai-400 051, India.

Tel: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN: L65190GJ1894PLC021012

Regd. Office - ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodra-390 007, India.

Aswathy Sasi

4

General:

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.
- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements.

If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Ankit Agrawal
ASSISTANT GENERAL MANAGER

Digitally signed by ANKIT AGRAWAL
Date: 2025.06.09 15:30:20 +05:30
Reason: Offer Letter
Location: Mumbai

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

Signature

of


Applicant

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (01-22) 2653 1414
Fax: (01-22) 2653 1122
Website www.icicibank.com
CIN: L69190GJ1994PLC021012

Regd. Office: ICICI Bank Tower,
Near Choksi Circle,
Old Padra Road,
Vaidodara 390 007, India.

Aswathy Sasi

Annexure:

Remuneration:

- Your Base Salary will be Rs. 1,98,000/- (Rupees One Lakh Ninty Eight Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:


- You will be eligible for a Supplementary Allowance of Rs. 1,43,100/- (Rupees One Lakh Forty Three Thousand One Hundred only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 99,000/- (Rupees Ninety Nine Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 29,700/- (Rupees Twenty Nine Thousand Seven Hundred only) per annum.

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 061, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1991PLC021012



Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodra 390 007, India.

Aswathy Sasi

: 6 :

Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.
- You will also be eligible for Retirement Benefits of the Bank, namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under 'Employee Benefit Policies' available on the Bank's intranet which will be accessible upon joining the Bank.

Loans: Your overall loan entitlement is Rs.500,000/- (Rupees Five Lakh only) at an interest rate of 2.5%. The details of the ICICI Bank loan scheme are attached herewith.

Digitally signed by ANKIT AGRAWAL
Date: 2023.06.09 15:30:20 +05:30
Reason: Offer Letter
Location: Mumbai



Signature of Applicant

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use "forgot password" option to generate a new password.

Following documents (Photo copies) are required to be uploaded:

- a) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- b) Latest Curriculum Vitae
- c) Passport size Photograph (against Red background)
- d) Address proof (Passport/Voter id/Ration card)
- e) PAN Card
- f) Copy of appointment letter duly signed by you as acceptance of terms and conditions of appointment.

You are required to carry all original documents for verification on the day of joining.

Remuneration Details		
Name: Aswathy Sasi		
Position: Deputy Manager (Band II)		
Group: TRANSACTION BANKING GROUP		
	Deputy Manager (Band II)	
	Monthly	Annual
Basic	16,500	198,000
HRA	8,250	99,000
Supplementary Allowance *	11,925	1,43,100
Superannuation Allowance **	2,475	29,700
Total	39,150	4,69,800
Retirals		
Retirals (PF, Gratuity) ***	3,354	40,248
Total Fixed	42,504	5,10,048
Performance Linked Retention Pay #	8,750	1,05,000
Cost of Loans ##	4,167	50,004
Deferred Allowance###	11,667	140,000
Total CTC	67,088	8,05,052
<p>### Deferred allowance of Rs. 140,000 will be paid annually for two years at the end of Financial year. For off-campus recruitment, the deferred amount would be prorated for the number of days worked in the FY. The payment of Deferred Allowance will be subject to the following conditions:</p> <ul style="list-style-type: none"> You being active and not serving notice as on the dates of payments Your performance being satisfactory You not having breached any rules and regulations of ICICI Bank or having any ongoing disciplinary investigation against you. 		

Digitally signed by ANKIT AGRAWAL
 Date: 2023.06.09 15:50:22 +05:30
 Reason: Offer Letter
 Location: Mumbai

ICICI Bank Limited
 ICICI Bank Towers
 Bandra-Kurla Complex
 Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
 Fax: (91-22) 2653 1122
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Regd. Office: ICICI Bank Tower
 Near Chakli Circle,
 Old Padre Road,
 Vadodra 390 007, India.

* Supplementary allowance will include HRA Conveyance / Travel allowance, Telephone reimbursement, LTA, Medical, Canteen and any other allowance.

*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

Performance Linked Retention Pay payout would be as per the policy of the Bank. Please note that there is no minimum guaranteed payout.


Overall loan entitlement is Rs.5 Lakh @ an interest rate of 2.5%. Only education loan can be availed in the first year of joining. Refer to section on Loan Scheme in offer letter for more details.

Date : 09-Jun-2023

Digitally signed by ANKIT AGRAWAL
Date: 2023.06.09 15:30:22 +05'30'
Reason: Offer Letter
Location: Mumbai

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
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Rego. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodra 390 007, India.



Loan Scheme

You will be eligible for Rs. 500,000 (Rupees Five Lakh only) of education loan at the interest rate of 2.5% per annum. The following terms and conditions will be applicable.

Terms and conditions:

- a) Sanction of loan will be at the sole discretion of the Management.
- b) The tenure of repayment is 5 years. The monthly installment and interest will be recovered from monthly salary.
- c) The entire loan outstanding will have to be repaid at the cessation of service.
- d) In case of separation from bank's services, employee should settle full outstanding staff loans before the last working day. In case of delay in loan repayment under exceptional circumstances, either on account of being taken over by the new employer/bank/financial institution or on account of being paid out of retirement accumulation, commercial interest @ 24% p.a. will be charged from last working day till the date of repayment.
- e) All new loans will require the beneficiary to provide a "guarantor" who would underwrite the loan in case of default. The employee and the guarantor need to complete the process of signing the 'Guarantee and Indemnity' form and also provide adequate income proof of Guarantor. Personal guarantor cannot be an existing employee of the Bank.
- f) All loan disbursements shall be subject to the Bank fulfilling its requirement of obtaining critical information like PAN details, proof of permanent residential address, and copy of driving license and/or passport details.
- g) Loan can be availed for only making payment to the existing Education Loan in any Bank/Financial Institution.

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Old Padra Road,
Vadodra 390 007, India.

PRIVATE AND CONFIDENTIAL

Ref. No.: BBL/HR/72038/2022-2023

Date: 14/02/2023

MS. Aswathy Shaji,
Mulangath House Sivans Bilding, Azar Road, Aluva, Ernakulam, Kerala - 683101

LETTER OF APPOINTMENT

Dear MS. Aswathy Shaji,

With reference to your application and subsequent discussions with us, we are pleased to offer you employment with Bandhan Bank in the position of **Customer Relationship Officer- MT** based at **1607-Edappally Branch under Kochi Cluster** at **Assistant Manager** grade.

You shall be required to join the Bank on or before **17-July-23**.

The detailed terms and conditions of your employment are outlined in **Annexure I ("Terms of Employment")** and compensation details are mentioned in **Annexure II ("Compensation Details")**. You will also be governed by the policies, rules and regulations of the Company as may be modified from time to time.

Accordingly, please sign and return a copy of this letter of employment and the employee statement attached herewith indicating your formal acceptance of your employment with the Company on the terms contained herein. Please initial each page of this letter. Upon your signature and return to us, this letter of employment will be treated as an employment agreement between the Company and you and the terms and conditions of this letter of employment shall govern your employment with the Company.

Kindly note that in case we do not receive your formal acceptance on or before **17-March-2023**, this letter of employment shall automatically be rescinded.

Yours sincerely,

For **Bandhan Bank Limited**,



Shivesh Kumar Singh
Head – Business HR
General Banking

ANNEXURE I**TERMS AND CONDITIONS OF EMPLOYMENT****1. Appointment**

- 1.1 During the course of your employment, you will be governed by the Code of Conduct and Ethics, rules, regulations and other policies (together the “Company Policies”) as enforced and as may be amended from time to time. The Bank reserves the right to vary the terms and conditions of service governing your appointment including your duties and responsibilities at any time.
- 1.2 You will be required to report at **1607-Edappally** under **Kochi** . You will be accountable for duties & responsibilities to the **Branch Head** or to any such person in Company as may be indicated to you from time to time. However, your services are transferable and you can be seconded or deputed by the Company to any of its operations or operations of its associate companies in India or abroad. The Company further reserves the right to transfer your employment to any other company or legal entity, as part of any transfer of undertaking of the Company or as part of any restructuring or amalgamation or such other plan implemented by the Company or by which the Company is bound, on such terms and conditions as applicable to such plan.
- 1.3 Your appointment and continuation in employment at Bandhan Bank is subject to clearance of all hand-over, dues in your previous organisation and submission of unconditional Relieving Letter and Experience Letter along with attested copies of all your degrees and professional qualification certificates at the time of joining.

Further, your appointment shall be subject to you being found medically fit for the role as mentioned in Point 14 of this letter.

Additionally, Bandhan Bank reserves the right to conduct a background verification / seek references from your current / previous employers. If any information, declaration provided by you, at the time of selection/ joining is later found to be false or untrue, or if any material information is suppressed and / or the background verification / reference checks received are not satisfactory, Bandhan Bank may terminate your services forthwith.

2. Probation & Confirmation

- 2.1 You will be on a probation period of 365 days (1 Year) from the date of your joining at Bandhan Bank. 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 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. Leave

- 3.1 You will be governed by Bandhan Bank’s Leave Policy announced from time to time. However, you must obtain prior approval of the concerned reporting manager prior to availing privilege leave.

4. Termination

- 4.1 During the probationary period of 365 days (1Year) including any extension, either party may terminate this appointment by giving 30 days prior notice in writing without assigning any reasons therefor. After confirmation, either party may terminate this appointment by giving 90 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 fulfillment of notice period, proper handover of charge to your successor to the satisfaction of the Company and any other conditions as may be communicated to you in writing.

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 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.

- 4.2 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 Conduct and Ethics or any of the terms and conditions set forth herein. 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, any act involving moral turpitude, including conviction in any criminal case during your present or previous employment, breach of any applicable law or regulation, breach of the Company's Code of Conduct and Ethics, 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.
- 4.3 In the event of your continuous absence for a period exceeding 15 days, without formal request or permission from the management for the same, you shall be deemed to have left and relinquished your service. The contract of service shall come to an end when the employee abandons his / her job.
- 4.4 Subject to earlier termination of this engagement, you shall retire on the last day of the month in which you attain the age of 60 years.
- 4.5 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.
- 4.6 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 5 and 6.

- 4.7 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 5, 6 and 7 survive expiration or termination of your employment contract with the Company.

5. Confidentiality & Employment Policy

- 5.1 In the course of your assignment with the Company, and by virtue of the position held by you, you may acquire information, technical or otherwise, including any computer software, trade secrets, design, technology, ideas, know-how, processes, formulas, compositions, data, techniques, improvements, inventions, work of authorship, business and product development plans, and other information concerning the Company's actual or anticipated business, research, and development or that is received by the Company, which is confidential or proprietary to Company or its subsidiaries or affiliates, its customers, subcontractors or any other person or company having any kind of association or relationship with Company, and / or its affiliates or subsidiaries (together "Confidential Information"). You shall keep and maintain strict confidentiality of such Confidential Information and data that may come to your possession or knowledge by virtue of this engagement, use such information only as may be required in the normal course of your work and shall not disclose or divulge any such information or data, without prior written consent of an authorized officer of the Company.
- 5.2 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.
- 5.3 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.
- 5.4 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. You may be required to execute such other or further agreements as Company or its affiliates or customers may require in this regard, from time to time.

6. Disclosure of Information

- 6.1 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.

7. Intellectual Property Rights

- 7.1 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.

8. Compensation

- 8.1 Your gross annual compensation will be the aggregate of Total Fixed Pay & Benefits as set forth in the **Annexure II (“Compensation”)** and will be subject to deduction of tax at source. Your Compensation will be reviewed periodically as per the Company 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.
- 8.2 It is however clarified that the Benefits as set forth in the Annexure 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.

9. Learning & Development

- 9.1 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 India 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 notice as referred to in clause 4 above, without being under obligation to make any payments to you.

10. Avoidance of Conflict of Interest

- 10.1 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, 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. 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.

11. 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.
12. In the event of any dispute or claim arising under this Agreement or in connection with the conditions of employment on a contractual basis under this Agreement, such dispute or claim shall be referred to 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. Parties also agree to submit themselves to the exclusive territorial jurisdiction of courts at Kolkata. The arbitration proceedings shall be conducted in 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.

13. The Insider Trading – Code of Conduct of the Bank (“Code”) and SEBI (Prohibition of Insider Trading) Regulations, 2015 (“Regulations”)

- 13.1 By virtue of your appointment in the Bank, you shall abide by the provisions of the PIT Code and PIT Regulations. The PIT Code is available on the intranet of the Bank. It is the responsibility of each employee to become familiar with the Bank's PIT Code and understand these laws and regulations.
- 13.2 Depending on your role and grade, you may fall under the definition of Designated Person as per the PIT Code and PIT Regulations. As a result, you shall adhere to the conditions/ restrictions as laid down in the PIT Code and the PIT Regulations at all times, while dealing in the securities of the Bank or grey list companies. You shall submit the appropriate disclosures (Initial/Annual/Continual) on ESSCOM Portal within the prescribed timeline or as may be communicated to you from time to time.
- 13.3 Further, in compliance with the conditions/ restrictions as laid down in the PIT Code, you shall abide by the PIT Code while dealing in the securities of the Bank or grey list companies for a period of six months from the date of your relieving from the Bank and your trade shall be subject to pre-clearance by the Compliance Officer of the Bank.

14. Health Check-up

Your appointment in the Bank is subject to being found medically fit by a registered medical practitioner. You shall require to undergo stipulated medical test, at your own expense, and obtain a registered medical practitioner's certificate and submit the same at the time of your joining the Bank. In the event of your failure to submit a medical fitness certificate or submitting an unsatisfactory medical fitness certificate shall result in rescinding of the appointment with the Bank.

A duplicate copy of this letter is enclosed herewith, which may please be signed and returned to us in acceptance of the terms and conditions mentioned above.

For **Bandhan Bank Limited**,



Shivesh Kumar Singh
Head – Business HR
General Banking

Agreed and Accepted: _____
(Candidate Name) (Candidate Signature)

ANNEXURE II – Compensation Details**Confidential****Candidate Name:** Aswathy Shaji**Grade:** Assistant Manager**Position Name:** Customer Relationship Officer-MT**Location:** 1607-Edappally

Particulars	Monthly(Rs.)	Yearly(Rs.)
Basic Salary	₹ 11,992	₹ 1,43,904
HRA	₹ 5,996	₹ 71,952
Special Allowance	₹ 13,224	₹ 1,58,688
Medical Allowance	₹ 1,250	₹ 15,000
Conveyance Allowance	₹ 1,600	₹ 19,200
Child Education Allowance	₹ 200	₹ 2,400
Gross Salary	₹ 34,262	₹ 4,11,144
Benefits		
PF(Employer Contribution)	₹ 1,800	₹ 21,600
Gratuity	₹ 577	₹ 6,924
Insurance Valuation - Mediclaim, Term Life and Accidental Benefit	₹ 861	₹ 10,332
Cost to Company(CTC)	₹ 37,500	₹ 4,50,000

Payable as per the Payments of Gratuity Act.**Confidentiality:**

Matter of your compensation is confidential information of the Bank and should be treated with absolute confidentiality except to the extent you are required to make disclosure for any tax, legal or regulatory purpose. Any breach of this confidentiality obligations will be considered as breach of fidelity and secrecy clause under your terms of appointment.



Date: June 5th, 2023

APPOINTMENT LETTER

Name: Athira Santhosh

Emp Code: 4560

Address: Pottassery House, Ashokapuram P.O, Aluva - 683101

Dear Athira Santhosh,

We are pleased to appoint you as **Sales Trainee (Grade - VB)** with "Coffee Day Beverages" (herein after referred to as "Company"), at **Cochin** with effect from **June 5th, 2023**.

The terms and condition of your employment with us are as under:

1. PROBATION:

You will be on probation for an initial period of 12 months from your Date of Joining, which can be further extended at the discretion of the company depending upon your performance during this period.

If your probationary period is extended, it will be duly communicated, to you in writing or through e-mail. On the satisfactory completion of your period of probation and / or any extended period thereafter, you may be confirmed in writing by the Management. However, if you are not confirmed in writing, you will be deemed to be on probation.

2. PLACE OF APPOINTMENT & TRANSFER:

You will report at Cochin with effect from June 5th, 2023 and shall continue to work there until further notice. You may be required to work at any of the Company's workplace in any part of India / Abroad as and when required based on business exigencies and/or as per the decision of the Management.

Your duties and responsibilities will be assigned to you from time to time by the Company. The Company reserves the right to transfer you to any office, department or establishment forming a part of the Group, anywhere in India or abroad, depending upon the Company's priorities and exigencies of work. You may be required to work in any shift as the Company deems fit and you shall be responsible to complete the assigned task within the scheduled working hours/time.

3. REMUNERATION:

Your cost to company will be **540000/- (Five Lakhs Forty Thousand)** only per annum and the details of your remuneration are attached in the Annexure 1 of this letter. Your remuneration is subject to all applicable taxes, statutory payments and standard deductions as per Government Laws. The company reserves the right to furnish any such information to any regulatory authority that may pertain to your remuneration which the company is legally required to give under any tax or regulatory proceedings



that may be initiated at any point in time whether or not the Employee is in the employment of the company at that point of time

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

4. LEAVES:

You will be entitled to leaves and other fringe benefits as per the prevalent policies of the Company .

5. PERFORMANCE APPRAISAL:

You will be eligible to participate in the Performance Appraisal Cycle as per the Company policy/process.

6. CONDUCT, RIGHTS AND OBLIGATIONS:

- a. The Employee shall maintain the highest standards of business ethics, integrity, performance, conduct, manner, and appearance as well as to comply with the Company's rules, regulations, policies and procedures.
- b. During the term of your employment you will not represent, handle or otherwise undertake any other business or activity for gains, it clearly being understood that you will devote your full working time exclusively to this Company's work and business. During your course of employment with the Company, you will not, directly or indirectly be employed or concerned with as principal, agent or otherwise in any other business, trade or profession whatsoever for gains.
- c. Your conduct at all times should reflect observance of the national and local laws including the rules and regulations of the Company as from time to time in effect. In all dealings with the Company and its clients and their organization, the highest standards of propriety and integrity will be expected of you.
- d. In case of any change of address during the course of employment, it will be your duty to intimate the management in writing immediately. All communications sent to you by the Management at the last given address will be deemed to have been received by you.
- e. You may be required to sign Confidentiality and Non-Competition Undertaking, or such other document as is required by the company, as and when the company deems fit and/or necessary.
- f. In all matters not covered above, the applicable statutory regulations/provisions or the laws of the Company applicable to your position, which may be framed from time to time, will govern your employment.
- g. Within the workplace, the employee shall take care of his/her own safety, the safety of other employees and to co-operate with the Company to ensure a safe place of work. Breach of Safety



regulations shall be deemed misconduct and the staff member shall be liable for disciplinary actions by the Company.

- h. The Employee shall compete fairly and ethically for all business opportunities that the Employee may have to negotiate with any customer/client during his/her course of employment. The Employee shall be honest and truthful in negotiating the contract. Notwithstanding the same you will also take utmost care in handling business information of sensitive nature to maintain its secrecy.
- i. The Company reserves the right to terminate an Employee's employment without notice for gross misconduct, subject to enquiry proceedings and in accordance with the Company Policy.

7. RETIREMENT:

You will be retired from service upon reaching superannuation age of 58 years or earlier in case you are found physically/mentally unfit to work any longer or for continued ill health as certified by a medical practitioner designated by the company.

8. TERMINATION OF SERVICE:

Company may at any time terminate your service in accordance with the Policy during or after the probationary period if an employee has been found to be in violation of any or all of the following clauses:

- a) If the Management finds the information/particulars given by you in the application form or at the time of interview, herein or elsewhere are incorrect and false either.
- b) If you are found habitually absent without prior permission of the Management or if you proceed on leave without prior sanction or over stay the sanctioned leave without approval, then your services would be liable for termination if an employee does not report to work for 7 consecutive days, without any prior intimation, the Company reserves the right to initiate termination of his/her services
- c) If at any point of time, your code of conduct render/s yourself incompetent to perform your duties or if you are found to be dishonest, disobedient, intemperate, irregular in attendance, indulgence in any corrupt practice, in breach of any of the terms of this appointment letter or any of its stipulations herein, for any offence involving turpitude, without prejudice to any of its rights under the terms herein, or any other reason, the Company shall have the right to terminate your employment and payment due if any will be recovered from you, the Company shall also be entitled to deduct the dues from your salary.
- d) If you are convicted by any court of law and/or detained by the Police for any offence involving moral turpitude or fraud, the Company shall be entitled to terminate your employment forthwith without any notice or payment in lieu thereof.
- e) Upon resignation and the acceptance of the same by your reporting authority, you will be relieved from your services after completion of satisfactory hand over to the person designated by the company, to whom your roles and responsibilities will be transferred.



- f) If you wish to terminate your employment either during probationary period or upon confirmation you shall be liable to give a prior notice as per the Company Policy and you are required to serve the notice period in accordance with the company policy.
- g) Any dispute regarding this appointment shall be subjected to the jurisdiction of the civil court in Bangalore.

9. NOTICE PERIOD:

- a. Upon resignation and the subsequent acceptance of the same by your reporting authority, you will be relieved from your services after completion of satisfactory hand over to the person designated by the company, to whom your roles and responsibilities will be transferred.
- b. You are required to serve 30 days' notice period with the company during probation after the submission of your resignation letter. Upon confirmation of your services, the notice period will stand revised to 1 month(s). There will be no waiver of notice period. Accumulated leaves cannot be used in lieu of notice period as a waiver.
- c. Your services are terminable on either side by giving notice period or by payment of salary in lieu of such notice period subject to acquiescence of the Company. The company reserves the right to deduct your CTC dues against the notice period.
- d. In the event of your resignation, the Company reserves the right to relieve you prior to the completion of the notice period, with or without any amount being payable from you in respect of such period of notice so waived, at the discretion of the Company

10. EFFECT OF TERMINATION:

Upon termination of your employment, you will return to the company all papers/documents and other property which may at that time be in your possession relating to the business or affairs of the Company or any of its associates or branches or their clients and will not retain any copies or extracts thereof. You will produce a "NO DUE CERTIFICATE" as per prevalent policy, subsequent to which all your dues will be cleared.

11. COMPANY PROPERTY:

Any work or assignment handled or developed by the employee individually or as part of a team group during your employment under the Company will be the exclusive property of the Company and the employee will have no rights over it.

GENERAL:

The above terms and conditions are based on current Rules and Regulations of the Company and is subject to amendments and adjustments from time to time as applicable.

This letter of appointment supersedes all other communications made to you prior to the date of issue of this appointment letter.



Kindly sign and return the duplicate of this letter in acknowledgment thereof on the terms and conditions embodied therein. Please return it within seven days of receipt of this letter failing which the appointment is deemed as invalid and non-enforceable.

Yours Sincerely,
For Coffee Day Beverages

A handwritten signature in blue ink, appearing to read "D. Santhosh", written over a horizontal line.

Authorized Signatory
Coffee Day Beverages, Human Resources

ACKNOWLEDGEMENT

The terms and conditions of employment mentioned above are agreed to and accepted by me.

Signature of Employee: _____
(Athira Santhosh)

Date: -



ANNEXURE I

NAME: Athira Santhosh	
Earning Headers	Annual (INR)
Basic Salary	2,25,000
House Rent Allowance	1,12,500
Other Allowance	1,24,678
Provident Fund (Employer)	27,000
Gratuity (as per policy)	10,823
Fixed CTC (INR)	5,00,000
Average Sales Incentives	40,000
CTC Per Annum (INR)	5,40,000

- **Retention Bonus:** You will be eligible for INR 1,50,000 (Rupees One Lac Fifty Thousand only) payable at the end of 2 (two) years' continuous service. If you so desire to leave the organization before the completion of 2 years (from our DOJ) post your commitment, the organization reserves the right to recover INR 1,50,000 (Rupees One Lac Fifty Thousand only) from your full and final settlement as liquidated damages to the Company which represents the loss suffered by the Company in providing you training skill development and other employment related costs.
- The company would not release your applicable Full & Final Settlement and your Relieving/Experience Letter in case the above-mentioned dues are not cleared within the stipulated time frame.
- **Sales Incentive:** Sales incentive is applicable only to the sale team. Sales Incentives will be paid depending upon the actual achievement against targets as per the applicable Sales Incentive Policy applicable for that financial year.
- **Other Allowance** includes statutory bonus where applicable.
- Employer's Contribution to provident fund of 12% of basic is included in your CTC. An employee contribution of 12% of basic would be deducted from your compensation towards Provident fund.
- Gratuity is payable upon Separation as per policy
- Please note that the CTC of an employee may undergo changes in case of any exigencies faced by the company.
- Tax will be deducted on all income except reimbursements as per the applicable current income tax laws
- **Field Reimbursements:** Includes daily allowance, travel, mobile reimbursements for days spent on the field as per policy
- **Training:** Product Training, Selling Skills Training and training you to be effective on the job by the organization is an integral part of your role.

For Coffee Day Global Ltd.,

Authorised Signatory
Coffee Day Beverages, Human Resources

Date:

Acknowledgement

I have read and understood the above terms and conditions and hereby signify my acceptance of the same.

Acceptance Signature:

Name:

Date:

Signature of Parent:

Name:

Date:



EMPLOYEE NON-DISCLOSURE AND CONFIDENTIALITY CUM NON-COMPETE & NON-POACHING AGREEMENT

I. Non-Disclosure and Confidentiality: -

FOR GOOD CONSIDERATION, and in consideration of being employed by Coffee Day Beverages, I **Athira Santhosh** (Emp. Id: **V4560**), joined Coffee Day Beverages on **June 5th, 2023**, currently working in the capacity of **Sales Trainee** hereby agree and acknowledge with free consent and without coercion or undue influence that during the course of my employment by nature of my position, I may be aware of information, which is confidential to the Company. During the course of employment and also thereafter termination from the Company, I would not disclose to any person or persons, any information of this nature unless I am properly authorized in writing do so by the management. I also agree & acknowledge:

1. During my tenure there may be disclosed to me certain trade secrets of the Company whether in written, oral, graphical, electronic or any other form or medium; trade secrets consisting but not necessarily limited to:
 - a. Technical and non-technical information: Methods, processes, formulae, compositions, systems, techniques, trademark, trade names, patented and patentable information, inventions, machines, computer programs and research projects, materials, utility models, improvements, and/or related claims, know-how, trade secrets, engineering and manufacturing documentation and quality and reliability documentation; copyrighted and copyrightable information.
 - b. Business information: Customer, employees, suppliers lists, pricing data, sources of supply, financial data and marketing and strategic plans, technologies, processes and operations, data, techniques, drawings, production, or merchandising systems or plans.
2. I agree that I shall not, at any time during my employment or after the termination of my employment with Coffee Day Beverages, use the information for myself or others, or disclose or divulge to others including future employees / employers, any trade secrets, confidential information, or any other proprietary data of the Company in violation of this agreement.



3. That upon the termination of my employment from the Company:

a. I shall cease any and all use of Confidential information and promptly return to the Company all documents and property of the Company within two (2) days from date of such termination, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by me during the course of employ. I further agree that I shall not retain copies, notes or abstracts of the foregoing.

b. The Company may notify any future or prospective employer or third party of the existence of this agreement and shall be entitled to full injunctive relief as a remedy for any breach or threatened breach.

c. This agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Company, its successors and assigns.

II. Non- Compete & Non-Poaching: -

4. I further agree that I shall not to directly or indirectly compete with the business of Coffee Day Beverages and its successors.

5. I acknowledge that the Company may, in reliance of this agreement, provide me access to trade secrets, customers and other confidential data and goodwill. I agree to retain said information as confidential and not use said information on my own behalf or disclose same to any third party. I also agree to take reasonable security measures to prevent accidental disclosure.

6. I shall during the tenure of the employment with the Company plus Six (6) months following the Date of Termination of Employment (notwithstanding the reason of termination) will not, directly or indirectly, in any capacity (including without prejudice to the generality as an employee, consultant, advisor, competitor or such others) in any part of the world engage or invest in, either directly or through an agent or associate or relative or friend in the ownership, management, operation or control of any business, trade or occupation which is in competition (to Coffee Day Beverages) with any product or service offered by the Company or under research or development.



7. I shall also, not solicit any of the employees of the Company to leave their employment during the term of Employee's employment with the Company and for a period of Twelve (12) months immediately following the termination of relations with us (notwithstanding the reason of termination). Further, I shall never take any action or make any statement of any disparaging or derogatory nature against the company or any employee or officer therein.

8. I shall not own, manage, operate, consult or be employed in a business substantially similar to, or competitive with, the present business of the Company (any vending organization) or any such other business activity in which the Company may substantially engage during the term of employment.

9. The terms of this agreement shall be binding upon me and inure to the benefit of my successors, assigns and personal representatives.

10. I shall defend, indemnify and hold harmless Coffee Day Beverages from all claims, suits, actions, demands, damages, liabilities, expenses (including fees and disbursements of counsel), judgments, settlements, and penalties of every kind, related to or as a result of or arising out of my negligence, intentional misconduct or violation of any terms of this agreement or acts of omission or commission in the performance of the Services under this Agreement.

11. Any difference or dispute between the parties arising out of this agreement shall be subject to jurisdiction of the courts at Chikkamagalur, Karnataka.

(Authorised Signatory)

Coffee Day Global Limited

(Coffee Day Beverages)

Signature of Employee

Name of Employee:

Date :

28 April 2023

K.S. Avinash

kallukulangara house, BK. Puram P.O, venkida ,puthencruz

Dear K.S. ,

Subject: **Offer of employment.**

We are pleased to offer you an appointment in our organization as **Unit Sales Manager - SME Agency in Band - VB** and your initial posting will be at location **Chennai - Seethakathi** in **SME Agency** vertical.

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

This offer of employment is subject to:

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

In case of acceptance, you are required to join us latest by **23 June 2023** , failing which the offer shall stand withdrawn automatically, unless otherwise communicated to you in writing.

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

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

With Best Wishes,

Yours sincerely,

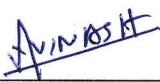
For ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED

Vidhya Shetty

Talent Acquisition Manager

ACKNOWLEDGEMENT

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

Signature: 

Place: venkida

Date: 29-4-2023

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

Note:

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

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



KPMG Global Delivery Centre Private Limited

RMZ Ecoworld,
6th Floor, Campus 7,
Devarabeesanahalli, Outer Ring Road,
Bengaluru - 560 103, India

Telephone: +91 80 6132 6100

15 June 2023

Avirag Mohan

**SREELAKAM, SAHAKARANA ROAD, EDAPALLY, KOCHI 24, ,
Kochi-682024**

Dear **Avirag,**

On behalf of **KPMG Global Delivery Center Private Limited** (the 'Company'/ 'Firm'/ 'Employer'), I am pleased to offer you the position of **Associate 1** in **Audit** with the Company. You will be reporting to **Rohit Jindal** or such other person as authorized by the Company.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **11 September 2023**, this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the 'Probation Period') from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Company's Personnel Policy, for the time being in force ('Company Policy'). At the end of the Probation Period, the Company may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the 'Confirmation Letter'). The Company may at its discretion, extend the probationary period for a further period if the situation demands. Until such Confirmation Letter is issued, you are deemed to be on probation.

Provisional Offer

The offer is conditional upon you being eligible to work in India. It will be your responsibility to ensure that you continue to be eligible to work in India during the course of your employment. This offer is subject to the successful completion of the academic course which you are currently pursuing..

The offer also is subject to your completion of, to the Company's satisfaction, comprehensive background screening procedures, including without limitation, education, employment, residence, identity and other verifications; criminal records and civil database checks; and various compliance authority checks. You agree to provide to the Company and/or any background screening service provider of the Company all information necessary to conduct such background screening procedures within 5 days, and hereby represents and warrants that such information provided is and will be accurate and complete. You further consent to the collection, storage and independent verification of the information provided to the Company and/or any background screening service provider of the Company by the Employee for such



employment purposes in terms of Clause 12 of this Agreement.

In the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, the same shall constitute breach of discipline and your services will be liable to be terminated with immediate effect without notice and with no liability to make any further payment to you.

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

1. Your General Duties

- 1.1. Your immediate Performance Manager will communicate the details of your role and work responsibilities in the initial weeks of joining the Company. During your employment, the Company may require you to work on any project that you are assigned to, or any technical platforms/ skills and nature of the project, in differentiated work timings, at designated workspace and location as may be decided by the Company.
- 1.2. In addition to the roles and work responsibilities, you hereby undertake to, at all times:
 - a. Comply with Independence and Risk Policies applicable to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. The Company's independence and risk policies apply to personnel in all functions irrespective of the entity to which you belong to. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Company's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Clause 11 below. Please refer to Annexure 3 for further details.
 - b. Comply with Prevention of Insider Trading policy- you shall not, without prior written permission of the Company, purchase, sell or deal in, at any time either during your employment with the Company or thereafter, any securities issued by any past, present or prospective customer/client of the Company in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Company.
 - c. Comply with the Company's policies at all times and to abide by the provisions of the policies as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Clause 11 below. The terms of the Company's policies shall form part and parcel of this Agreement.



- d. Comply with Social Media Policy: You shall ensure compliance with the Social Media policy of the Company as amended from time to time. Additionally, it is important that you use only the correct legal name of the entity with which you are employed on all the social media platforms. Any non-compliance of the Social Media policy of the Company, including any direct or indirect reference to an entity name, other than the name of your employer at the relevant time, shall be construed as a misconduct in terms of the Company's policies and shall be subject to the Company's disciplinary process.
- e. Disclosure and Personal Conflicts: In addition to your obligations under the Company's policies, you shall ensure that there is no personal conflict in performance of your duties, and you shall promptly notify the Company in case you perceive any personal conflict while discharging any of your duties. Further, you shall ensure that you comply with all Company's policies at all times in this regard. 'Personal Conflict' shall mean where an employee has a personal connection with the client/target/sub-contractor/vendor/supplier, etc., which may interfere, or may be perceived to interfere, with their ability to remain objective/independent, or where they are personally in possession or have access to confidential information relating to any party or transaction and which can be used to gain any undue advantage or benefit in respect of which the employee is involved or likely to be involved for provision of services. Any non-compliance of this clause shall be construed as a misconduct and shall be subject to the Company's disciplinary process.

2. Compensation

- 2.1. Your total fixed Compensation shall be **INR 500000/- (Rupees Five Lakh)** per annum, payable monthly in arrears as detailed in Annexure 1.
- 2.2. In addition to the basic salary mentioned above, you shall be entitled to certain additional allowances and benefits which are further listed in Annexure 1 and 2 below.
- 2.3. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Company.
- 2.4. As per the prevalent policy any employee joining on or before 31st March of the ongoing performance year, will be eligible to be considered for annual fixed salary increase (increment), subject to their rating in respect of the relevant performance year and being in active employment (and not serving notice) of the Company on the date of issuance of the increment letter.
- 2.5. Any employee joining on or before 30 June of the relevant performance year, will be eligible to be considered for the year-end review and performance incentive, subject to their rating in respect of the relevant performance year and being in



active employment (and not serving notice) of the Company on the date of disbursement of performance incentive.

3. Working Hours

- 3.1. Your other entitlements, as may be determined by the Company Policy from time to time, shall be as follows:

You will be required to work **(8)** hours a day excluding thirty (30) minutes break for lunch. The Company practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

4. Location and Travel

- 4.1. You shall be based in Kochi and can be transferred to any other office of the Company at any other place or city in India or outside India, as decided by the Company from time to time.
- 4.2. You shall travel to such places, within or outside India, as the Company may from time to time require in relation to the Company's business.

5. Leaves and Holidays

- 5.1. You shall be entitled to 22 days (working days) in a performance year in accordance with the Company Policy subject to the applicable law.
- 5.2. In addition to the above, you will also be entitled to statutory holidays, as may be notified in the list of holidays to be issued by the Company at the start of calendar year.
- 5.3. You are also entitled to other leaves such as Well-being/Sick leave, compassionate leave, family caregiver leave etc which are more detailed in the Company's policies.
- 5.4. Maternity Benefits [For Women employees only]: You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.



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

6. Confidential Information

- 6.1. For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:-

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



- 6.2. You shall not, either during your employment or at any time thereafter, except as required by law or otherwise specifically approved, use, divulge, copy, quote, refer or disclose to any third party or send, upload, transfer, transmit to yourself on any email address, including by use of official and/or personal email account, external storage devices (e.g. USB, flash drives, SD card, external hard disk), upload on cloud storage (e.g. Google Drive, One Drive etc.), unofficial/unauthorized collaboration sites or third party messaging applications (e.g. Whatsapp, Telegram etc.) or in any other manner whatsoever, any sensitive and/or Confidential Information, whether in whole or in part, which may have come to your possession or knowledge at any time during the course of your employment with the Company. Any non-compliance of this obligation shall be construed as a misconduct in terms of the Company's policies and shall be subject to the Company's disciplinary process. You shall also ensure that you comply with all Company policies at all times in this regard. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.
- 6.3. You agree not to use any Confidential Information (as defined above) disclosed to you by the Company or its affiliates, during the course of employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company, in order to prevent it from coming in public domain or in the possession of persons other than those persons authorized to have any such information. You further agree to forthwith notify the Company in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of the Company's Confidential Information which may come to your attention.
- 6.4. You agree, except as otherwise expressly authorized by the Company, not to make any copies or duplicates of any of the Company's Confidential Information. Any materials or documents that have been furnished by the Company to you in connection with the employment relationship shall be promptly returned by you to the Company, accompanied by all the copies of such documentation, with ten days from the (a) termination of employment or (b) written request of the Company.
- 6.5. This obligation shall be valid for the time of the employment relationship as well as after its termination, regardless of the reason for the termination of the Agreement.

7. Intellectual Property

- 7.1. You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of



the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

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

8. External Employment Conditions

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

9. Indemnity

- 9.1. You acknowledge and agree that you shall indemnify and keep the Company indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Company directly or indirectly due to any breach of the terms of your employment including the Company's policies.
- 9.2. In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Company will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.
- 9.3. The above rights of the Company are not the sole and exclusive remedy and are in addition to any other rights the Company may have either under law or in contract or by operation of any other policy/document.

10. Retirement

- 10.1. The retirement age for the Company currently is 60 years. Please refer to the company's policy for further details.

11. Termination



- 11.1. During the Probation Period, the Company may terminate this Agreement without assigning any reasons upon 60 days prior written notice or payment of salary in lieu thereof, at the discretion of the Company. Similarly, during the Probation Period the Employee may also terminate this Agreement without assigning any reasons upon 60 days prior notice in writing or payment by you to the Company of the salary in lieu thereof. In such an event and in addition to 60 days written notice or salary in lieu thereof, the Company shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Company at the time of your joining the employment of the Company, as well as the total cost incurred by the Company and/or expenses reimbursed to you by whatever name called (if any), including without limitation, any expense/ cost incurred/expended in connection with your relocation.
- 11.2. Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon 60 days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Company on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Company such joining bonus/sign-on bonus as paid to you by the Company which shall be in addition to the 60 days written notice or salary in lieu thereof or a combination thereof. Further, in case any costs have been incurred by the Company or any expenses have been reimbursed to you, including but not limited to any relocation benefits, and you exercise the option of termination this Agreement, or your agreement is terminated by the Company on grounds mentioned above within 12 months of joining, the Company shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Company and/or expenses reimbursed to you including without limitation, as incurred/expended in connection with your relocation.
- 11.3. In case of termination of employment under Clause 11.1 and 11.2 above, you may be required to go on a paid leave until the end of your notice period at the Company's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.
- 11.4. With the exception as laid out in Clause 11.3 above, except where expressly permitted, you shall not be entitled to any leave while serving your notice period under this Agreement.
- 11.5. Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect and with no liability to make any further payment to you (other than in respect of amounts accrued due at the date of termination), if you:



- a. fail to satisfactorily complete the Company's background screening checks;
- b. are found to have engaged in any act of misconduct or negligence in the discharge of his/ her duties or in the conduct of the Company's business; or
- c. are found to have engaged in any other act or omission, inconsistent with your duties; or
- d. are found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company;
- e. are convicted of any criminal offence; or,
- f. fail to adhere to the policies of the Company
- g. are found to have engaged in unauthorized absence beyond a period of three (3) days.

11.6. Return of Property

- a. For the purposes of this Clause 11.6, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.
- b. The Employee shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Clause 11, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

12. Data Protection and retention

- 12.1. The Company (directly and/or through any service provider) shall process your information for legal, personnel, remuneration, pre-employment vetting, administrative



and management and other such purposes subject to the applicable laws. Furthermore, you hereby explicitly consent to the holding and processing of the personal and sensitive personal data as per KPMG Policy.

- 12.2. During the course of your employment, you agree to comply with any policies issued by the Company from time to time relating to Data privacy/ data retention and data protection.

13. Governing Law

- 13.1. This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

14. Miscellaneous

- 14.1. Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof to the exclusion of all other prior agreements, arrangements or understandings and assurances between the Parties, relating to such subject matter either written or oral. Should any terms of this Agreement conflict with any of the terms of the Company's policy, the terms of the Company's policy shall prevail.
- 14.2. Severability: The various provisions of this Agreement are severable and if any provision or identifiable part of it is held to be invalid, unlawful or unenforceable by any tribunal or court of competent jurisdiction, then such unenforceability shall not affect the enforceability of the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law. In such circumstances, the Employer shall determine in good faith to replace any invalid, unlawful or unenforceable clause or provision with a suitable clause or provision which maintains as far as possible the purpose and effect of this Agreement.
- 14.3. Waiver: No failure or delay on the part of any Party in exercising any right or power under this Agreement shall take effect as a waiver of such right or power under this Agreement.
- 14.4. Survival: Upon termination of this Agreement those sections that by their nature are intended to survive termination, rescission or expiration of this Agreement shall so survive, unless otherwise indicated in this Agreement.

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



If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before 20-06-2023, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

Yours Sincerely,

for KPMG Global Delivery Center Private Limited

Partho Bandopadhyay
(Authorized Signatory)

I am pleased to accept the offer contained above.

Avirag Mohan
(Candidate's Name)



ANNEXURE-1

INDICATIVE COMPENSATION PLAN

Avirag Mohan
Associate 1
Kochi

Compensation Category	Monthly (in INR)	Annual (in INR)
Basic Salary (a)	20833	250000
Flexible Compensation (b) *	18333	220000
Employer Contribution to Provident Fund (c)	2500	30000
Total Cost to Company (a+b+c)	41666	500000

* Flexible Compensation will include minimum 10% of Basic Salary as HRA

- The above is an indicative break-up of the components
- Employee contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Company in that regard.
- Equal amount of PF will be deducted from the Cost to the Company as Employee contribution to Provident Fund.
- Gratuity will be governed by the Payment of Gratuity Act.
- Gratuity and Insurance Premium do not feature in the payslip.
- You will be eligible for increment as per the Company Policy only if your joining date is on or before March 31 for the current calendar year.
- You will be eligible for performance bonus as per the Company Policy if your joining date is on or before June 30 for the current calendar year. The Company is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Company's discretion.
- Performance Bonus will be payable only subject to your being on the payroll of the Company and not serving notice at the time of disbursement.
- Any amount payable by the Company to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including



tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

- Flexible compensation needs be allocated every year basis the components published by the Company.
- Any statutory deduction shall be made as per applicable laws.

OTHER BENEFITS

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

On your joining the Company you may refer to the Company's policies for further details on the benefits that are available to you.

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



ANNEXURE 2

Compensation Structure	
Fixed Components / Mandatory Components:	
	Associate 1
A Basic Salary	50% of 'Cost to Co.'
B Provident Fund	12% of basic will be deducted from the basic as the employee's contribution towards PF. An equivalent amount (12% of Basic) will be deducted as the employer's contribution from the balance.
The balance of 'Cost to Co.' can be structured using the following options:	
	Associate 1
C1 House Rent Allowance	✓
<p>Ø Minimum 10% of your basic salary will be allocated towards HRA. Ø Maximum HRA which can be allocated is 50% of your basic salary.</p> <p>If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following:</p> <ol style="list-style-type: none"> 1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act. 2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed. 3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law) 4. The address of the employee given to the Firm and as per the lease deed should be the same. 5. Monthly Rent Paid: 	
Rent Paid	Requirement
More than or equal to Rs. 20,000/-	<ol style="list-style-type: none"> 1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. 3. PAN of landlord <p>1. All above three are mandatory to be mentioned on rent receipts.</p>
	Associate 1
C2 Car Lease Rentals/Insurance	X
-	



		Associate 1
C3	Andriod / iPhone Handset reimbursement	X
	-	
		Associate 1
C4	Leave Travel Allowance	✓
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate 1
C5	Children's Education Allowance	✓
	Exemption as per IT Rules.	
		Associate 1
C6	Expenses in pursuit of Education	✓
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Associate 1
C7	Meal Vouchers	✓
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees, in the monthly denominations of Rs 500/-, Rs 1000/- or Rs 1250/-	
		Associate 1
C8	Purchase of computer at home	✓
	Rs 33,333/- p.a. for all employees and for 36 months only (Device cost for Rs 1,00,000/-). (For more details, please refer CTC reimbursement policy under Expense Policies)	



INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

- **What is independence and why is it so important?**
- **Do the independence rules apply to me?**
- **When is my family subject to the rules?**
- **What kinds of investments are prohibited for a 'Member of the Firm'?**
- **What kinds of loans are acceptable?**

What Is Independence and Why Is It so Important?

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

Do the Independence Rules Apply to Me?

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

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

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

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a



client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

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

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

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

When Is My Family Subject to the Rules?

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

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

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



client, may impair the Firm's independence.

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

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

In addition:

If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

- You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm's independence rules with respect to their investments.
- Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

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



Annexure

Sign On Bonus

15 June 2023

Avirag Mohan

**SREELAKAM, SAHAKARANA ROAD, EDAPALLY, KOCHI 24, ,
Kochi-682024**

Subject :- Sign-on bonus

Dear Avirag,

In addition to our offer dated 15 June 2023, we are pleased to add the following components to your compensation.

You are entitled to receive INR 50000/- (Rupees Fifty Thousand) as sign on bonus to be paid to you in the following 1 tranches.

- INR 50000/- (Rupees Fifty Thousand) - payable at successful completion of 12 months.

Please note, the above-mentioned sign on bonus will be recovered in the event of your resignation within 24 months of joining the Company.

Save and except the aforesaid, all other terms & conditions of your employment shall remain unchanged and accordingly this letter shall form part and parcel of your employment contract.

All payments shall be subject to deduction of tax at source as per applicable tax laws.

We would like to take this opportunity of welcoming you and wishing you every success in your career with us.

Yours sincerely

For KPMG Global Delivery Center Private Limited

Partho Bandopadhyay
(Authorized Signatory)

I accept the Sign-on terms contained above.



Avirag Mohan
(Candidate's Name)



ADDENDUM TO OFFER LETTER DATED 15 June 2023.

This Addendum is made and entered into as of 11 September 2023 by and between KPMG Global Delivery Center Private Limited and Avirag Mohan to amend the Offer Letter dated 15 June 2023 between the Parties which is incorporated herein by reference. All capitalized terms not otherwise defined herein shall have the meaning given to them in the Offer Letter.

KGS and the Candidate are collectively referred to "Parties" and individually as "Party"

WHEREAS the KGS has issued an Offer Letter to the Candidate dated 15 June 2023

AND WHEREAS the Parties agree to amend terms and conditions of the Offer Letter by way of this Addendum;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the Parties hereby agree as follows:

1. Further Clause 2.5. of the said Offer Letter shall be replaced with the following clause:

"Any employee joining on or before 30 June of the relevant performance year, will be eligible to be considered for the year-end review but will not be entitled to performance incentive in first performance cycle. However, performance incentive will be applicable in the second performance year subject to their performance rating in respect of the relevant performance year and being in active employment (and not serving notice) of the Company on the date of disbursement of performance incentive.

During the first performance year the Employee will be eligible for a sign-on/retention bonus in lieu of the performance incentive. The sign-on/retention bonus will be paid to you as per the schedule defined in the sign-on/retention bonus letter issued to you along with the offer letter.

The amount will be payable only if the Employee is not under any active performance improvement plan. If the Employee is under an active performance improvement plan, this amount will be payable only upon the Employee successfully clearing the performance improvement plan.

2. The following clause is hereby incorporated within Clause titled "Provisional Offer" in the Offer Letter:

"The offer is also conditional upon you successfully completing the academic course that you are currently pursuing."

"The offer is also conditional upon you to relocating on/before the date of joining to an address where transport / cab facility provided by KGS is available. In the event you failed to relocate before the date of joining, the same shall constitute breach of discipline and your offer will be liable to be rescinded / services will be liable to be terminated."



All payments are subject to tax deduction at source in accordance with applicable tax laws."

Except as amended by this Addendum, all other terms and conditions of the Offer Letter are unchanged and shall remain in full force and effect. Should any terms of this Addendum conflict with any of the terms of the Offer Letter, the terms of this Addendum shall prevail.

The parties have caused this Addendum to be executed by their duly authorized representatives.

for KPMG Global Delivery Center Private Limited

Partho Bandopadhyay
(Authorized Signatory)

I am pleased to accept the offer contained above.

Avirag Mohan
(Candidate's Name)



Annexure

Welcome Allowance

15 June 2023

Avirag Mohan

**SREELAKAM, SAHAKARANA ROAD, EDAPALLY, KOCHI 24, ,
Kochi-682024**

Subject – First employment welcome allowance

At KGS, we believe that the first employment is a very important transition for every individual. In our endeavor to make this transition smooth and memorable, we welcome all colleagues who are stepping into their first job with a one-time welcome allowance of INR 12,000 (Rupees twelve thousand only), in addition to the compensation mentioned in the Annexure 1. This allowance is subject to amendment in line with the organizational policy. The aforesaid amount will be paid in the subsequent month's payroll, subject to the current policy applicable at the date of disbursement.

All payments shall be subject to deduction of tax at source as per applicable tax laws.

Yours sincerely
for KPMG Global Delivery Center Private Limited

Partho Bandopadhyay
(Authorized Signatory)

I am pleased to accept the offer contained above.

Avirag Mohan
(Candidate's Name)





24/04/2023

Ms. Carol Ani

Steve's Nest, Vaduthala, Ernakulam
Email id- carolani28@gmail.com
Ph- +91 9061889220

Sub: - Letter of Appointment

Dear Carol,

Welcome to enProducts Family!

On behalf of enProducts Pvt Ltd, with reference to your application and subsequent discussions we are pleased to appoint you as a **Sales Executive** with a starting date of **01/06/2023**. Your work location will be **Ernakulam**. However, your services could be utilized at any of enProducts affiliate offices within or outside India. We are sure, you would find your career with enProducts challenging and rewarding.

REMUNERATION

Your annual remuneration (CTC) shall be **Rs.4,50,000/- (Four Lakhs Fifty Thousand Only)** per annum which includes all allowances.

CONDITIONS OF EMPLOYMENT

a. Hours of Work

You are required to comply with the Company's standard business hours (9 hours) on Monday through Saturday. In addition, you may on occasion be required to work additional hours due to compelling work-related exigencies. The company does not pay any additional salary for the extra hours you may actually work, except as required by applicable law.

Working hours and location may change from time to time dependent on work projects and assigned tasks. Absence for a continuous period of three days without intimation and/or the prior approval of your supervisor will be treated as abandonment of service, subject to applicable law.

b. Probationary Period

You will initially be employed by the Company for a 180-Days probationary period. On or before your



Start Date, you are required to provide to the Company's human resource specialist a copy of : (i) your diploma or other graduation certificates with respect to your graduate level education and (iii) such other documents as the Company may reasonably request. During the probationary period, your performance will be evaluated. At the conclusion of that period, the Company will conduct a review with an eye toward continuing your employment under the same terms and conditions or confirming the expiration of your probationary period without further employment or compensation. Should you have any questions during this time, you are encouraged to discuss them immediately with your manager or one of the Company's Human Resource specialists.

c. Duties

By accepting this offer of employment, you agree to:

- i. Perform all reasonable responsibilities and tasks that are assigned to you
- ii. Perform all of your responsibilities to the best of your ability with all due care and diligence
- iii. Devote substantially all of your time and effort during business hours (and such additional time as is necessary) to the performance of your responsibilities and assigned tasks at the Company
- iv. Permit the Company to monitor and/or record your telephone calls and electronic communications (e.g., email) for quality assurance and training purposes
- v. Disclose promptly to the Company: (A) all of your interests in any business other than the Company and (B) all circumstances which present an actual or perceived conflict of interest between the Company or any of its affiliates on the one hand and you or any of your family members on the other hand.
- vi. Comply with the policies of the Company and the reasonable directions of the management of the Company and
- vii. Use your best endeavors to promote the interests of the Company

d. Confidentiality

i. Confidential Information of the Company

As used in this document, the term "Confidential Information" means any and all confidential, proprietary, secret or otherwise non-public information (including information regarding



personal salary and compensation matters and any other information conceived or developed by you) that is applicable or in a way related to (i) the past, present or future business of the Company or any of its affiliates or customers, (ii) the software products, intellectual property and/or the research and development of the Company or any of its affiliates, or (iii) the business of any client, customer or vendor of the Company. Such Confidential Information includes, by way of example and without limitation, trade secrets, processes, formulas, data, program documentation algorithms, source codes, object codes, know-how, improvements, inventions, techniques, all plans or strategies for marketing, development and pricing, and all information concerning existing or potential clients or vendors. Confidential information also includes all similar information disclosed to the Company by any other person or party.

ii. **Protection of Confidential Information**

You acknowledge that the Confidential Information is a special, valuable, and unique asset of the Company and its associate/affiliate organizations across the globe, and you agree at all times during the period of your employment, and for not less than five years after termination of such employment, not to disclose for any purpose, and to keep in strict confidence and trust, all of such Confidential Information. You agree, that during and after the period of such employment not to use, directly or indirectly, any Confidential Information. You agree, that during and after the period of such employment not to use, directly or indirectly any Confidential Information other than in the course of performing duties as an employee of the Company, nor will you directly or indirectly disclose any Confidential information or anything relating to it to any person or entity except, with the Company's written consent.

e. **Invention as Sole Property of the Company**

Any inventions, discoveries, concepts or ideas, or expressions thereof, whether or not subject to patents, copyrights, trademarks or service mark protection, and whether or not reduced to practice, that are conceived or developed by you in the course of employment with the Company or within one(1) year following termination of such employment and that relate to or result from the actual or anticipated business, work, research or investigation of the Company or any of its affiliates or which are suggested by or result from any task assigned to you by the Company or performed by you for the Company or any of its affiliates shall be the sole and exclusive property of the Company and/or its parent, enProducts.



You hereby assign to the Company the entire right, title and interest to any such inventions, discoveries, concepts, ideas or expressions thereof. You further agree to perform, during and after your employment with Company, all acts deemed necessary or desirable buy the Company to permit and assist it, at the Company's expense, in obtaining, maintaining, defending and enforcing inventions, discoveries, concepts, ideas, or expressions thereof in any and all countries. Such acts may include, but are not limited to execution of documents and assistance or cooperation in legal proceedings. You hereby irrevocably designate and appoint the Company and its duly authorized officers and agents, as your agents and attorneys-in-fact to act for you and on your behalf (and instead of you), to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by yourself.

f. Outside Employment

You agree that during the period of your employment, except as expressly approved by the Company's board of directors, you will not directly or indirectly engage in any outside employment activity relating to any line of business whatsoever nor will you engage in any activity which conflicts with or adversely affects in any way the performance of your employment obligations to the company.

g. Solicitation

Upon termination of your employment with the Company, and regardless of the reason for such termination, you will not solicit for employment with yourself or any third party any employee of the Company or any of its affiliates for a period of twelve months thereafter.

h. Company Client Relationships

Upon termination of your employment with the Company, and regardless of the reason for such termination, you will not provide services to any Company's Client (as defined below) or become employed by or contracted to any Company Client for a period of twelve months after the termination of your employment, unless otherwise agreed in writing by the Company. For the purposes of this provision, a Company Client shall mean a client of the Company or any of its affiliates for whom you have provided any work or services during the six-month period prior to the termination of your employment with the Country.

i. Leave Entitlements

During probation period you are not permitted to take any leave without prior approval. You will be



entitled one sick leave every month in your probation period and after the completion of your probation you will be entitled 1 sick leave and 1 casual leave every month. Also, upon completion of 1 year in the Company you will be entitled with 6 days leisure leaves every year. All leave policies are as per the Company Leave policy.

j. Expense Reimbursement

All expenses properly incurred and duly authorized in connection with Company business will be reimbursed by the Company upon submission and approval of your expense statements in accordance with the Company's policies and procedures.

k. Termination

You acknowledge and agree that you will be an at-will employee of the Company and, subject to applicable law and the Company's policies and procedures, your employment may be terminated at any time, with or without cause upon **Ninety (90)** days prior written notice by the party desirous of terminating this employment agreement or payment of equivalent salary in lieu thereof. During the first three years of employment, your notice period will be **90 days**; after that, it will be **30 days**.

- i. Upon termination of employment with the Company, and regardless of the reason for such termination, you will promptly return to, or leave with the Company all documents, records, notebooks, computers, laptops, magnetic tapes, disks or other equipment or materials, including all copies, in his or her possession or control which contain any confidential information or any other information concerning the Company or any of its affiliates, or any of their respective products, intellectual property, services or clients.
- ii. Upon departure, employees are required to surrender all Company property (including but not limited to computers, laptops, software, computer disks and cd-roms, manuals, etc) access keys, corporate credit cards, and all documents which may belong to or have been copied from any source belonging to the Company or any of its affiliates, customers and vendors.
- iii. In the event of termination, the Company reserves the right to recover or withhold from any amounts payable to you at the time of such termination any monies paid to you in Advance by the Company or otherwise paid by the Company with respect to relocation, travel, visas, immigration and attorney's fees, recruitment fees, education and other expenses (if any) incurred in connection with your employment and training by the Company.
- iv. In the event of termination, due to disciplinary grounds there would be no payment made of any



kind for the services provided by the employee for that particular period and any dues from the Company to the employee will be null and void.

- v. In the event of termination, on ethical grounds or malpractices the appropriate authorities would be informed, and no payment would be made of any kind for the services provided by the employee for that particular period and any dues from the company to the employee will be null and void.

I. Company Policies

The company reserves the right to change/alter its policies/procedures/philosophies at any given point in time without giving any advance notice to the employees. However, the same would be updated in the employee handbook and a communication would be made to the employees through company's internal communication media. It is the duty of the employee to regularly keep himself/herself updated with the latest policies/procedures/philosophies.

BENEFITS

You will be entitled to the benefits provided by the Company to its employees as indicated in its current policy. These benefits subject to review and alteration from time to time. If you find the terms and conditions of employment as outlined above to be acceptable, kindly countersign this letter as indicated below and return the original copy to my attention. We would be delighted to have you join the Company and look forward to hearing from you soon.

For enProducts Pvt Ltd

Shebeer Mohammed

Managing Director



Acceptance As is:

I have read this letter and all attachments in full. By replying "ACCEPT AS IS" via email to this original sender of this letter of offer, I accept employment with enProducts Pvt Ltd on the terms and conditions set forth above. I understand that if I do not return this letter via email to its original sender within five business days of the date hereof and without any change, exception or reservation of any kind, the offer of employment contained herein shall automatically expire and be of no further force or effect.

Signed: _____

Date: _____

Name: _____



Annexure -A

Employee Name	Ms Carol Ani	
Employee Designation	Sales Executive	
	Per Annum	Per Month
Employee CTC	4,50,000	37,500
<u>Pay slip Components</u>		
Basic	2,40,000	20,000
House Rent Allowance	1,20,000	10,000
Dearness Allowance	30,000	2,500
Travel Allowance	60,000	5,000
Total Gross Salary	4,50,000	37,500

MARS WRIGLEY

PRIVATE AND CONFIDENTIAL

7-July 2023

Gopika M
Sivaganga Vinayaka Line
Peruvaram Paravur, Ernakulam
Kerala , 683513
India

OFFER OF EMPLOYMENT

I am pleased to offer you a position of **Sales Trainee** with Mars International India Private Limited. In addition to confirming the offer, this letter sets out the terms and conditions of your employment. Your date of joining us is **31st July 2023**.

1. Position and place of work.

- 1.1. You will be a **Sales Trainee** with Mars International India Private Limited effective (“the Company or Mars India”).
- 1.2. Under the terms of your employment and without the need to terminate the employment relationship, the Company reserves the right to assign you additional tasks or to an assignment or change the place of your employment.
- 1.1. Your usual place of employment shall be at the Company’s office located at 10th Floor, Building 9B, DLF Cyber City, Phase 3, Gurgaon. The Company may however transfer you to any other segment, unit or division within the Company (or any of the Company’s affiliates or associates) or to any other place within India or abroad, including with any of the Company’s affiliates or associates, at the Company’s sole discretion. Your place of work commencement of your employment shall be at **Gurgaon**.
- 1.3. You also hereby consent and agree to an amendment to these terms and conditions of employment, as deemed necessary by the Company. You will, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules, regulations and such other policies, practices, systems and procedures, including without limitation the ‘Associate Policies and Practice Manual’ and the Company’s Code of Ethics, framed, amended, modified or omitted by the Company (collectively the “Company Policies”). You will also be governed by all applicable laws including Standing Orders, if any, framed by the company as applicable to your cadre of employees.

- 1.4. The appointment is expressly dependent upon you being medically fit to reside and work in India or such other territories as you may be required to work in, temporarily or permanently (collectively the "Territory") and the employment being and continuing to be permitted by the appropriate authorities in the Territory, and upon you holding and continuing to hold a valid residence visa, work permit and all other requisite permissions and approvals from the appropriate authorities.

2. Salary

- 2.1. You will be paid an annual gross salary of **INR 535000 (Rupees Five Lakh Thirty-Five Thousand only)** payable in accordance with the Company's standard payroll practices for salaried employees. The salary will be subject to the usual deductions such as deduction of employee contribution to Provident Fund, ESIC Scheme, and Profession Tax including deductions for income-tax. [The salary shall be electronically debited into the salary account by the seventh business day of every month].
- 2.2. The Company shall review your compensation every one year without any obligation to revise the compensation.
- 2.3. Expenses incurred by you in furtherance of your duties shall be reimbursed in accordance with Company Policies.

3. Employee Benefits

- 3.1. You will be entitled, during the term of your employment, to the benefits described in Attachment-1 to this letter, which may be modified from time to time at the sole discretion of the Company, and any other benefit required to be provided by law.
- 3.2. You are also required to complete and submit nomination forms in respect of EPF, Gratuity and ESIC Scheme immediately on your commencement of employment with the Company.

4. Proprietary Information & Trade Secrets

- 4.1. The parties foresee that you may create or develop intellectual property in the course of your employment and agree that in this respect you have a special responsibility to further the interests of the Company.
- 4.2. You agree that you shall disclose forthwith in detail any intellectual property created by you (whether or not created or developed on the Company premises or in normal working hours) in the course of your employment or in any way affecting or relating to the business of the Company or capable of being used or adapted for use in it or in connection with it and such intellectual property shall belong to and be the absolute property of the Company. You agree to record any intellectual property invented, created or developed or acquired in the course of your employment (whether alone or jointly with any other person) in writing in accordance with good industry practice in sufficient detail to enable a person of reasonable skill in the relevant field to understand and work that intellectual property. For the avoidance of any doubt,

“intellectual property” includes patents, designs, trademarks, service marks, trade names, logos, get up, domain names, copyright (including rights in computer software, architectural drawings and plans), design rights, database rights, rights in performances, moral rights, confidential information, know-how and any other similar rights anywhere in the world, whether registered or not and including any applications for registration.

- 4.3. You will undertake to execute all such applications or documents as may be required by the Company for legally effecting and recording the assignment made herein, whether during or subsequent to your employment with the Company.
- 4.4. For the removal of doubts, you confirm that you have no intellectual property other than that disclosed by you (in the format attached as Attachment-2) at the time of acceptance of this offer.
- 4.5. The obligations contained above shall survive the termination/expiry of your employment with the Company.

5. Probation

- 5.1. You will be on probation period of 9 months. The Company shall be entitled to terminate your employment, extend the Period or confirm your employment as per the due date and at its sole discretion. The Company shall also be entitled to terminate your employment at any time during this Period without notice and without assigning any reasons. If you do not receive your confirmation letter within 15 days of the probation completion date, your probation stands auto confirmed.

6. Duties and Office Hours

- 6.1. You will report to **Area Sales Manager** unless otherwise advised in writing and will be expected to devote our full time, attention and ability to the performance of our duties assigned to you from time to time.
- 6.2. You will perform such duties as may from time to time be vested in you by the Company and shall at all times report to and be responsible to the Company and shall exercise professional skill in the performance of your duties.
- 6.3. The normal hours of work shall be as per the law and Company policies applicable to your place of work. However, you are expected to work such additional hours as may be necessary for the efficient performance of your duties under this agreement.
- 6.4. You will at all times both within and outside of working hours conduct yourself in a proper and fitting manner towards the Company and its clients/customers and duly and properly observe, obey, comply with and adhere to in all respects all local laws, local customs, rules and regulations for the time being in force in the Territory (as may be amended from time to time).

- 6.5. You are not permitted to commit the Company to third parties, except where specifically you are advised from time to time, in writing, of the extent and scope of your specific authority to do so.
- 6.6. You will not accept any gift, benefit or cash, except of a nominal value and as a business courtesy, from any person or entity which is involved in any way with the Company. You shall also comply with the applicable anti-corruption laws and the anti-corruption policies of the Company failing which your employment may be terminated with immediate effect.
- 6.7. You shall not during the term of his employment with the Company be engaged, concerned or interested, either directly or indirectly, in any trade or business or occupation (either for remuneration or otherwise) in any manner whatsoever without the prior written consent of the Company. You shall also not undertake any activity which is prejudicial to the interests of the Company or contrary to the Company's internal guidelines.
- 6.8. You will be required to undertake such travel both within India and overseas as may be necessary for the proper performance of your duties.

7. Termination and Retirement

- 7.1. During the probation period, the Company shall be entitled to terminate your employment at any time without notice and without assigning any reasons. Should you wish to resign during the probation period, you may do so by written notice of at least 15 days. After successful completion of the probation period, either you or the Company may terminate the agreement by giving the other party 2 months prior written notice or 2 months basic salary in lieu of notice. During the notice period, the Company may relieve you of all duties
- 7.2. Unless there is a change in Company policy, you shall retire from the employment of the Company on the last day of the month in which you turn 60 years old.
- 7.3. Notwithstanding the above, the Company shall be entitled to terminate your employment immediately and without notice (or any payment in lieu of notice) in any of the following events:
- (a) If you commit any serious or persistent breach of any of your obligations under the terms of your employment;
 - (b) If you commit a serious misconduct or breach the Company Policies or do any act, deed or thing which reflects negatively on the reputation of the Company (or its parent or affiliate).
 - (c) If you commit any criminal or other offence or are guilty of any conduct which, in the opinion of the Board adversely affects the reputation or interests of the Company

- (d) If you petition for insolvency or have an insolvency order made against you or apply to take the benefit of any legislation for the relief of insolvent debtors or makes any composition with your creditors.
- (e) If you are found under the influence of alcohol or a drug at work;
- (f) If you are absent from work without valid reason or consent for more than seven continuous days in any one year
- (g) If you assault any colleague, manager or a visitor to the Company;
- (h) If you fail to comply with health and safety regulations of the Company;
- (i) If you falsify your identity; or provide any falsified or forged certificates or other documents; or misrepresent your academic and/or professional qualifications, experience etc.
- (j) If you are caught stealing any Company property
- (k) If you are found guilty of any misconduct as listed under the Company Standing Orders, if any, as applicable to you or of violation of any aspect listed under the Company's Compliance and Ethics Guide

8. Non-solicitation

8.1 You hereby agree that, during the duration of your employment with the Company and for a period of 1 year thereafter, you shall not:

- (a) whether in India or elsewhere in the world, compete, directly or indirectly with, or own, manage, operate, control or participate in or be connected with the ownership, management, operation or control of any business that is similar to or in competition with the business of the Company or the Group pertaining to manufacturing and marketing of (a) chocolates bars, (b) chocolate candies; (c) chocolate ice-creams (d) chocolate milk; (e) gums; (f) mints or (g) fruity confections. For your ease of reference, the businesses that would be covered in this would include but not be limited to: Mondelez International; Nestle; The Hershey Company; Ferrero SpA and Perfetti Van Melle groups of companies.
- (b) directly or indirectly, either on your own account or for or through any other person or entity, solicit, interfere with or endeavour to entice away from the Company or the Group, (i) any person who is an employee, client, customer or associate, dealer, vendor or business associate of, or in the habit of dealing with the Company or the Group; or (ii) any person who has at any time, in the one-year period immediately prior to the last day of your employment with the Company, been an employee, client, customer or associate, dealer, vendor or business associate of, or in the habit of dealing with the Company or the Group.

8.2 You acknowledge and agree that the above obligations are vital, reasonable and necessary to protect the interest of the Company. "Group" means the Company, its parent or any affiliate company in which the parent or any of its subsidiaries hold more than 50% shares or control the board of directors and their respective directors, officers, employees or agents.

9. Representations and Warranties

9.1. You represent to the Company that there are no restrictions, agreements or undertakings whatsoever that you are a party to, which could prevent or make unlawful this agreement and your execution of this Agreement shall not constitute a breach of any contract agreement or understanding and that you are free and able to execute this Agreement with the Company.

10. Confidential Information

10.1. You shall not during your employment (except in the proper performance of your duties) or at any time without limit after the termination of your employment:

- (a) divulge or communicate to any person;
- (b) use for your own purposes or for the purposes of any person other than the Company or any Group Company
- (c) Through any failure to exercise due care and diligence cause any unauthorized disclosure of any Confidential Information, provided that these restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through breach of this clause by you.

10.2. "Confidential Information" means trade secrets or information of a confidential nature which is important to and belongs or relates to the Company or any group or affiliate company (or their clients or customers) which the you may have received or obtained as a result of or in any way in connection with your employment and includes but is not limited to information relating to clients or customers or potential Clients or customers, suppliers, agents or distributors of the Company or any group company, commercial, financial or marketing information, customer lists, technical information and know-how comprising trade secrets.

10.3. On the termination of your employment or your ceasing to be an employee of the Company, you shall:

- (a) promptly return to the Company all Confidential Information, without retaining any copy thereof, and not divulge, disclose, part with or use (directly or indirectly), whether for commercial use or otherwise any Confidential Information belonging to the Company, its parent or any affiliate Company;

- (b) promptly return to the Company all documents (including without limitation, visiting cards, letterheads, brochures, account books, data bases, customer/client lists and other documents), held in any medium whatsoever, without retaining any copy thereof;
- (c) promptly return to the Company all property or equipment belonging to the Company, its parent or any affiliate company which you have in your possession, control or custody; and
- (d) Not solicit or take away or divert (whether directly or indirectly) any employee, customer, dealer, vendor or business associate of the Company or its parent or any affiliate Company.

11. Data Protection and Privacy

- 11.1. You unconditionally consent to Company collecting, receiving, possessing, storing, dealing with, handling processing, transferring, displaying or communicating, whether by electronic means or manually, whether in India or outside India, any and all personal or other data (including without limitation copies of documents, medical records, bank account information, bio-metric information) that may be submitted by you in the course of your employment or may be generated in the course of your employment.
- 11.2. While the Company will take all reasonable care and precaution to ensure that no personal data pertaining to you is shared with third parties, except as may be required by law or in the routine course of the Company's business (e.g. with third party payroll management entities), the Company shall not in any manner be liable for the loss or theft of such data even if such loss or theft occurs on account of the negligence or with the connivance of any employee or agent of the Company.
- 11.3. You also agree that you shall not store any personal data on any Company property (including without limitation computer systems, telephones, e-mails, files or other storage). You specifically agree that any data stored on any Company property shall be deemed to belong to the Company and the Company may deal with or use the same in any manner it deems fit, including deleting any data.

12. Notices

- 12.1. Any notice and / or communication under this Agreement shall be in writing and shall be sent to the address set out below:

In case of the Company:

Mars International India Private Limited
10th Floor, Building No. 9B, DLF Cyber City, Phase III
Gurgaon-122002
Attention: P&O Director

- 12.2. Any change in the above particulars shall forthwith be communicated in writing to the other Party.

- 12.3. Any such notice may be delivered personally or be sent by Speed Post or registered A/D mail or by email to your personal mail id as shared by you with the company and shall be deemed to have been duly sent and served if personally delivered or delivered by Speed Post, when delivered; if by registered A/D mail, on dispatch thereof and or on receipt of the delivery notification of the said mail being delivered to your email In-box.

13. Governing Law

- 13.1. Your employment shall be governed by and construed in accordance with the laws of India.
- 13.2. Courts at Haryana shall have the exclusive jurisdiction to entertain any dispute regarding or related to your employment and no other Courts shall have jurisdiction.

14. General Provisions

- 14.1. If, in order to take up the position offered, you are required to relocate, the Company will reimburse your relocation costs in accordance with the Company Policies.
- 14.2. You will be entitled to leave in accordance with the Company Policies.
- 14.3. You will be entitled to other benefits and allowances in accordance with Company Policies.
- 14.4. You will observe and comply with such operating practices and procedures as may from time to time be laid down by the Company governing the work assigned to you.
- 14.5. Operating and behaving safely are conditions of employment. Contravention of Company Safety Procedures and Practices will lead to disciplinary action, including termination of your employment.
- 14.6. This agreement constitutes the entire understanding between you and the Company. You shall, in addition to the terms and conditions of employment specifically stated herein, also be governed by the Company Policies. This letter supersedes and completely replaces any prior oral or written communication on this subject.
- 14.7. The terms of this offer detailed above are strictly confidential and should be treated as privileged information between you and the Company. You are expected to maintain such information appropriately

15. Acceptance of our offer

15.1. Please confirm your acceptance of our offer by signing and dating the original and duplicate copies of this Agreement and return the duplicate to our attention within 2 days from date of this letter.

We look forward to receiving your acceptance and to welcoming you.

Yours sincerely,
For and on behalf of
Mars International India Private Limited



Shaoni Mukhopadhyay
P&O Business Partner – MW Asia
People & Organization

Enclosure: Attachment-1 and Attachment-2
[Add Attachment-1 and Attachment-2

Attachment - 1

Annual Pay Structure- Gopika M				
Job Level: B-3				
	Salary Components		Per Annum	Comments
Fixed Pay	Basic		267500	Paid Monthly
	HRA	50% of basic	133750	Paid Monthly
	LTA Reimbursement		22292	Paid Annually
	Stat Bonus		NA	Paid Annually
	Special Allowance		79358	Paid Monthly
Retirals	Provident Fund	12% of basic	32100	Company contribution
	Gratuity		12867	Retiral benefits at the time of leaving, based on company guidelines
Gross Annual Salary Excluding Gratuity			535000	
Gross Annual Salary Including Gratuity			547867	
Variable Pay		10% of annual gross salary	53500	Paid Annually
Total CTC excluding Gratuity			588500	
Total CTC including Gratuity			601367	

In addition to above the following are also applicable:

- Insurance (Life / Accident)
- Hospitalisation

Attachment -2

(See clause 4.4)

DISCLOSURE OF INVENTIONS AND DEVELOPMENTS

For the avoidance of doubt I declare that at the date of commencement of my employment with the Company, I have an interest in the following inventions and developments.

Note: The Company will treat all disclosure in confidence but the failure to make sufficient disclosures as required below may adversely affect your rights, if any, to inventions and developments in which you claim to have an interest.

Particulars

1. The following is a description of the invention / development sufficient to define its application and scope:

S. No.	Description of invention/ development	Date made
1.		
2.		

2. Patents / design / copyright applied for or granted (if any):

S. No.	Patents / design / copyright applied	Name of the applicant	Date	Country and Registration / application No.
1.				
2.				

SIGNATURE: _____

DATE: _____

- * If the space provided on this form is insufficient, please use reverse or a separate sheet which should be attached.

Date: 06/06/2023

Ref: IBS/OFF/3600116/2023

Arimbassery House,
South Vazhakulam P.O
Keenpuram
Kerala
683105
INDIA

Offer of Employment: Executive - Analyst L1

Dear **Gopikrishna**,

Following your interview with IBS Software Private Limited (the "**Company**"), the Company is pleased to appoint you as Analyst L1 - E1 in the Company, subject to your acceptance of the terms and conditions contained herein. You are requested to read the terms, understand your rights and duties mentioned in this agreement that will become applicable from date of joining, request for clarification wherever required and accept this offer of employment only if you undertake to comply with terms of the employment

Terms and conditions of the Offer

1. Pre-requisites

- a) This appointment and your employment will be subject to you submitting the documents and certificates specified in Annexure 1, prior to or on the joining date or such other additional period granted by the Company at its discretion. Your appointment will be subject to verification of your certificates against the information provided by you in your resume and during the interview.
- b) This appointment and continuance of your employment will be subject to you being medically fit by our medical panel and also subject to you clearing the background verification undertaken by the Company. In this regard, you will be receiving a consent form from IBS designated service provider requesting you to provide approval for conducting verification of documents and records submitted by you. You are required to return a signed consent form in accordance with the instructions provided therein. This is for initiating your background verification.

2. Posting

Your initial posting would be at the Company office situated at TVM-NILA. However Your services



are liable to be transferred to any of our other offices or offices of our existing or future affiliates, clients or associates, in India or abroad, at the sole discretion of the Company.

3. Reporting Date

You are requested to report at the Company office situated at TVM-NILA on 03/07/2023 at **9.30 AM ("Joining Date")**, unless a different joining date is approved by the Company in writing. From your date of joining of the employment, this offer shall become employment agreement and your employment will be governed based on terms mentioned in this agreement.

4. Salary/Compensation

Your compensation details shall be as stated in Annexure II to this agreement.

5. Working Week & Leave

- a) The normal working days per week and working hours per day of the Company are from Monday to Friday and from 8.30 A.M to 5.30 P.M., with a lunch break of 45 minutes, respectively. The normal working days and normal hours of work can be changed by the Company to suit the exigencies of work programmes and emergencies.
 - i. You can adjust your working hours on a normal working day for effective achievement of business goals, along with your personal requirements.
 - ii. The entry timing can be anytime between 8 AM and 10 AM on a normal working day and the exit timing will be between 5 PM and 7 PM.
 - iii. Attendance shall be mandatory between 10 AM and 5 PM.
 - iv. Every employee should clock minimum 41.25 hours at work (excluding lunch break) every week. Any time less than this has to be applied as leave.
 - v. The flexible working hours will not be applicable for resources on client/product support, as they are already on a revised shift schedule defined by a roster.
- b) Holidays would be as per the list declared by the Company from time to time.
- c) As an employee of the Company you will be entitled to 11 days earned leave and 11 days casual leave per annum. In addition, you will also be eligible for sick leave, maternity leave as per the Maternity Benefit Amendment Act, 2017 or paternity leave, as applicable and examination leave as per leave policy of the Company. No other leave will be applicable.

6. Promotion

Promotions will be based on your performance, contribution and as per the rules and regulations of the Company the then relevant and applicable.

7. Travel

You may be required to travel within India and overseas for the purpose of work and/or training whenever required by the Company and you may be required to remain outside India for such period as may be determined by the Company. For this purpose, you shall be

required to enter into such agreements as may be required by the Company from time to time to protect the interests of the Company. All expenses including, flight tickets, hotel accommodation, visa etc., that may be incurred in connection with such travel will be borne by the Company. You must have a valid passport while joining the Company and a copy of the passport must be submitted with the Company. The Company will take responsibility for arranging travel visas and other formalities.

8. Minimum Period of Service

Your employment is governed by a two year service agreement and if you fail to remain in employment for two years from your date of joining then you will be liable to pay a pre-estimated damages of Rs.2,00,000/- (Rupees Two lakh) to the Company, without delay or demur. It is basis this express undertaking from you that the Company has agreed to issue this offer of employment to you.

As an additional surety, You are required to execute a service commitment agreement guaranteeing payment of this pre-estimated damages of Rs.2,00,000/- (Rupees Two lakh) to the Company in accordance with the terms and conditions mentioned in this agreement and in the service commitment agreement if you fail to remain in employment for any reason whatsoever for a minimum period of two years from your date of joining. The service commitment agreement must also be signed by two sureties, one of whom should be your parent.

You acknowledge that the Company prior to initiating interview had notified you that the Company will be making substantial investment in providing training to you for you to effectively and independently commence services as per requirement of the Company and its customers. Accordingly you were provided opportunity not to attend interview if you are not willing to commit to a minimum term of two years of services and execution of service commitment agreement as per terms mentioned in Annexure III. You were also provided an opportunity to consult with your parents before committing to attend interview and to agree to join the Company if offer of employment is awarded by the Company. You acknowledge that it was a pre-condition for the Company to give offer of employment and you acknowledge and undertake to have understand this commitment based on which you have attended interview and accepted this offer of employment. You also acknowledge that a copy of this offer letter and service commitment agreement was provided to you for review and necessary consultation before accepting offer and signing this employment agreement along with service commitment agreement.

9. Notice Period & Termination of Employment.

- a) Either party may terminate this agreement, for any reason or on convenience, by giving two months' notice to the other party without assigning any reason whatsoever. For avoidance of doubt, you will have right to terminate this agreement only after completion of two years from your date of joining
- b) Notwithstanding anything contained above, the Company reserves the right to terminate your employment with the Company:

- i. by giving one month's notice or notice pay in lieu thereof, if you become unfit for work or are unable to discharge your duties;
- ii. with immediate effect, if you commit a breach of any of the covenants and obligations to be observed and performed by you under these presents or in relation to the service under these presents or rules and regulations of the Company notified from time to time including being negligent or irregular or inefficient in the discharge of your duties;
- iii. with immediate effect, if you are guilty of misconduct as judged by the Company or fail to carry out all orders and instructions issued to you.

10. Regulations

- a) Your employment will be governed by, and you are bound to abide by, the decisions, directives, rules and regulations of the Company which may be notified from time to time. You are expected to devote your entire working time, energy, and attention exclusively to the work for the Company, and should not take up any other direct or indirect business or work, honorary or otherwise, while in employment with the Company, unless so permitted in writing by the Company. You are expected to refrain from engaging yourself in any assignment/employment which may create a conflict of interest in duly exercising your responsibilities associated with the position offered hereunder.
- b) You are expected to work diligently, faithfully and to the best of your ability in serving the Company and to use the best of your endeavour to promote the interests of the Company and perform all duties that may be entrusted to you from time to time.
- c) You shall be responsible for the safe keeping of all Company property including customers/vendors properties that is being used by you or left in your custody or charge and shall upon the request of the Company or termination of your service, whichever is earlier, deliver to the Company all the properties of the Company and/or customers, vendors of the Company, in your custody or possession.
- d) All intellectual properties rights in, India and abroad, for the full term of such rights, in any "work" (as defined under the Copyright Act, 1957 and as amended from time to time) or in any other matter including but not limited to, documents, computer software and databases or papers, of any type including all improvements) conceived / created / made fully or in part (whether or not during regular office / business hours) by you during your period of employment with the Company, shall stand automatically vested in and be the sole and exclusive property of the Company and shall be disclosed in writing promptly to the Company. You shall also at the cost of the Company execute and register, all documents required, statutorily or otherwise by the Company, to further confirm the above ownership rights in favour of the Company. You hereby undertake that you irrevocably assign all rights and title in any work that you have performed during term of your employment with the Company and in no manner whatsoever claim any intellectual property rights in any work that you may have performed on behalf of the Company during term of your employment. You shall also at the cost of the Company execute and register, all documents required, statutorily or otherwise by the Company, to further confirm the above ownership rights in

favour of the Company. The obligation under this section shall survive after expiration/termination of this Agreement

- e) You undertake to have read and understood the terms of the Security and Confidentiality Regulations of the Company with respect to protection of confidential information of the Company as more specifically mentioned in Annexure IV of this agreement. You undertake to maintain confidentiality of any data received during course of your employment and shall not in any manner whatsoever copy or share with third party with express written consent of the Company.
- f) You undertake and acknowledge that the Company makes substantial investment in selecting and travel. All travel are initiated based on commitments to the customers of the Company. You thus understand, acknowledge and undertake to provide committed onsite services until appropriate replacements are identified, necessary knowledge transfer is completed and such replacement resource is able to provide services to customer independently. You understand that if you are deputed on any work/assignment/project at locations specified by customers, you will gain extensive knowledge and information of customers' business and their specific requirements and skills by closely working with the customers, which would be of great value to the Company, and which knowledge, information and skills the Company would want to utilise on completion of such deputation. Customers in this context shall mean clients, business partners, business associates, subsidiaries, affiliates or any other legal entity or business unit with whom the Company has business relationship. Moreover, you also understand that the Company would be expending considerable cost for such deputation. Therefore, you agree that in the event you are deployed for onsite service for period 45 (forty five) days and above then after completion of such deputation, you undertake to continue in employment with the Company for a period of at least 6 (six) months from the end of such deputation and such services shall be from location as shall be directed by the Company at the Company's discretion. You accordingly acknowledge that you cannot resign from the services unless you complete the duration of 6 (six) months from the end of such period 45 (forty five) days and above deputation. It is based on this undertaking that the Company is willing to select you for travel for business purpose. Your breach of this terms may bring substantial loss to the Company and you will be liable to indemnify the Company for any and all losses, expenses and damages incurred in respect with breach of this terms. You thus acknowledge that if you resign from the services then such resignation must be subject to compliance of this section 10(f) of this agreement and that you undertake not to voluntarily terminate or abandon services in breach of this section.
- g) You shall be liable for the disciplinary actions including warning, suspension, discharge and dismissal for unsatisfactory performance, causing damage/ financial loss to the Company, committing breach of any service conditions or misconduct which includes irregular attendance, unauthorised absence, misbehaviour, theft, misappropriation/ fraud, dishonesty, immorality, conviction, falsification of documents/ records or information given in your bio-data/ application for securing job in the Company or any undesirable acts which in the opinion of the Company is prejudicial and detrimental to the interest of the Company. Pending disciplinary action, you can be suspended from service.

- h) During your employment with Company and for a period of one (1) year immediately following termination of your employment, for any reason whatsoever, you shall not:
- i) directly or indirectly, either on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer or shareholder, own, operate, assist, take up employment in, participate in or be associated with, in the country of employment, any concern/entity that is engaged in developing, designing, producing, marketing, or selling, software products or services in competition with the Company, to the travel, transportation and logistics industry and such other industry the Company serve the services to its customers. You acknowledge and agree to this restriction, considering the Confidential and Proprietary Information of the Company, coming to your knowledge and possession during your tenure with the Company, which if disclosed to or shared with or made use by such competitors, may prejudicially affect and jeopardise the Company's interest.;
 - ii) directly or indirectly contact, seek or accept employment with any third party (including past, present or prospective customers) that you have interacted with, or have received or provided any services to whether directly or indirectly during the course of your employment with the Company or solicit, entice, take away or attempt to contact, solicit, entice or take such third parties away from Company or in any way damage their business relationship with the Company. You acknowledge that any violation to this obligation may result in legal proceedings at your cost and risk and you will be liable to indemnify the Company for all damages, expenses and losses incurred in this regard ; or
 - iii) directly or indirectly, either on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member or office bearer, directly or indirectly, contact, recruit, solicit or hire any of the employees of the Company, or induce or attempt to induce any employee of the Company to terminate his/her employment with, or otherwise cease or damage his/her relationship with the Company.
- i) This agreement is to be read in conjunction with the rules and regulations, codes and policies, laid down by the Company from time to time. In the event any conflict arises between this agreement and the rules and regulations laid down by the Company from time to time, such rules and regulations shall prevail.
- j) Except as otherwise mentioned in section (i) above, The service conditions mentioned in this agreement are not subject to any amendments unless communicated by the authorised officer nominated by the Company for this purpose.
- k) If any of the clauses or sub clauses of this agreement become invalid or be so judged, the remaining clauses or sub clauses shall be deemed severable and shall remain in full force and effect.
- l) The Company reserves the right to initiate legal proceedings for any breach by you of any of terms of your employment.

- m) This agreement shall be governed and construed in accordance with the laws of India.
- n) In the event of any dispute between the parties hereto regarding or arising out of this Appointment Offer, the Courts in Trivandrum, Kerala, shall have the sole jurisdiction, to the exclusion of all other courts that may otherwise have had jurisdiction.
- o) This agreement is made based on complete reliance to the representations you have provided to the Company, during our discussions prior to the release of the offer and other documents submitted by you. Any misrepresentation either oral or written or any fraud or forgery related to your representations or any documentation submitted revealed through your background verification may result in revocation/termination of this agreement by the Company. The Company reserves to terminate your employment, if such fraud, forgery or misrepresentation is cited, post acceptance of this offer or during employment with the Company.
- p) This Agreement is extended relying on your representation that you suffer no incapacities, either legal or contractual, from accepting this employment or fulfilling any of the potential employment responsibilities, which may include but is not limited to, your non -compete obligations with your previous employer/s.
- q) **Notice.** All notices, statements, instructions, or consents required or allowed hereunder, other than routine operational communications, shall be sent as follows;

i. If to Employee/You: unless you have provided an updated personal email id to the Company that you wish communications to be sent, to the personal email address made available during your employment with copy to latest address available in the Company records

ii. If by Employee/You to the Company; To be addressed to Head of Human Resource and to be sent to registered office address of the Company

All notices shall be delivered (i) personally; (ii) by registered or certified mail, postage prepaid, return receipt requested; (iii) by nationally recognized overnight courier service, or (iv) by facsimile where such notice is electronically confirmed as received or (v) email as mentioned in this section.

- 11. This Agreement may be executed in several counterparts all of which will be deemed original and taken together shall constitute same instrument and agreement between the You and the Company. Either party executing and delivering this agreement through electronic mode of signature like DocuSign or delivering an executed counterpart by e-mail will be deemed as effective, as delivery of original executed counterpart and will not affect the validity or effectiveness thereof.

For any additional information or clarification on any of the above terms and conditions, please do not hesitate to contact us.

Yours Sincerely

For IBS Software (P) Ltd.



Jayan P

(Sr.Vice President & Head of Global Human Resources)

I have read and understood the terms and conditions of this Agreement and I hereby voluntarily and unconditionally accept the same.

ANNEXURE I

LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH DATE OF JOINING

- a) Following documents shall be submitted on or before your date of joining;
1. Photo ID proofs - Aadhar, Passport & Pan card.
 - Aadhar : In case your current Aadhar has only the 'year of birth' and no dd-mm-yy details, please share a SNAPSHOT of **E-Aadhar** since this is password protected file. This is very **important for EPFO enrolment**
 - Steps to be followed to get e-Aadhar: Visit <https://uidai.gov.in/> ,Go to on My Aadhar and download Aadhar. If you are not able to receive OTP in the linked mob number or any such issues please check with nearest Akshaya/post office or Aadhar centers to get details updated)
 2. Educational Documents - Certificates and Mark lists.
 3. Experience related documents- Relieving/experience letters & previous 3 months pay slips.
 4. All the joining forms that will be shared to you prior to onboarding
 5. Attach a scanned/digital copy of white background passport size and stamp size formal photo.
- b) Services Commitment Agreement duly signed by sureties need be executed at the time of joining, a sample of agreement appended under Annexure III
- c) Executed copy of confidentiality undertaking mentioned in Annexure IV

ANNEXURE II

SALARY/COMPENSATION STRUCTURE

JOB Level: E1	
Compensation Components	Annual amount in INR
Fixed Earning:	
Basic Salary	108000
House Rent Allowance	43200
Special Allowance	302196
Employer's Contribution towards PF	21600
Food Coupons	0
Technology Allowance	0
Annual Gross Fixed Earning (A)	474996
Target Variable Earning:	
Performance linked Incentive	25000
Annual Gross Target Variable Earning (B)	25000
Total Annual Gross Compensation (CTC) (A)+(B)	500000
<p>Target variable remuneration (TVR) is the performance linked salary component for a financial year. The targets shall be set and the disbursement will be made in accordance with the company guidelines that are applicable for the respective year. For the first year of your employment with IBS, the TVR will be calculated on a pro-rata basis, based on the number of months remaining in the given financial year, commencing from your Date of Joining.</p> <p>This variable payable shall be subject to changes as per the then policy notified by the Company during course of your employment</p>	
Gratuity will be paid as per Payment of Gratuity Act, 1972 .	

In addition to the Gross Fixed Earning , you will be entitled to the company's medical assistance scheme for self, spouse and children. This scheme provides medical insurance cover up to Rs. 1,50,000/- per annum for in-patient treatment subject to the conditions mentioned in the insurance cover.

From your date of joining you can avail the medical assistance for out-patient treatment also. This scheme entitles you, your spouse and children to reimbursement of medical expenses incurred for out-patient treatment at the Company's designated hospitals on a co-pay basis.

The Company provides transportation facilities to its employees as per policy. A monthly conveyance charge would be deducted from your Gross Fixed Earning if you wish to avail Company transportation. This conveyance charge is fixed based on your residential location and your Job Level.

You will not be entitled to any payment, amenities or benefits other than those mentioned above.

Any revision of your salary shall be at the Company's discretion and shall be as per the then applicable policy and regulation of the Company.

ANNEXURE III

Service Commitment Agreement

This Service Commitment Bond (hereinafter referred to as the "Bond") is executed by _____ 1.)
_____ S/o / D/o _____ aged
_____ years, residing at _____

_____ hereinafter referred to as the "Employee", of the FIRST PART, 2) _____
_____ S/o / D/o _____ aged _____ years, residing at

_____, 3), _____ S/o / D/o
_____, aged _____ years, residing at

_____, hereinafter referred to as the "First Guarantor", and the
"Second Guarantor" respectively and collectively "Guarantors", of the SECOND PART, in favor of IBS
Software Pvt. Ltd., a company incorporated under the Companies Act, 1956, and having its Registered
Office at 521 – 524, Nila, Technopark Campus, Trivandrum – 695 581, India hereinafter referred to as the
"Company" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to
mean and include its successors and assigns) at Trivandrum on this the _____ day of _____ 20__.

WHEREAS

(a) The Company offered appointment to the Employee as _____ as per the
appointment offer No. _____ dated _____ (hereinafter referred to as the
"Appointment Offer") on the condition, inter alia, that the Employee shall continue to serve the Company for
a minimum period of two (2) years from the date of joining, failing which the Employee shall pay a sum of
Rs.200,000/- (Rupees Two Lakhs) as liquidated damages to the Company.

(b) Upon the Employee accepting the Appointment Offer, the Employee is appointed as
_____ in the services of the Company.

NOW THIS DEED WITNESSETH AS FOLLOWS:

The Employee and Guarantors acknowledge and agree that:

1. The Company continuously invests in rendering on-the-job training to its employees utilizing sophisticated computer systems and ancillaries, exposing the employees to international business ventures and environment, incurring heavy expenditure and costs with the help of internal and external trainers.
2. Export orders for software products and services are subject to a rigid time frame and international



customers stipulate stringent and punitive terms for non-compliance with the time schedules as covenanted. Therefore, it is very important for the Company that it maintains the stability of its workforce and its employees are available to the Company in an uninterrupted manner to ensure continuity of services to its customers. While so, if the employees, leave the services of the Company before the expiry of a specific period, it will adversely affect the schedule of delivery of projects to the international customers and result in loss of credibility and reputation in the international market, thus causing serious business disruption and exposing the Company to the risk of being liable to pay heavy damages and penalties. Further, the Company will suffer losses in terms of the expenditure incurred by the Company in recruiting them as well as finding replacements for such employees.

3. Employees will gain extensive knowledge and information of the business of Company and that of its customers, and their specific requirements and skills by closely working with the customers which will be of great value to the Company and moreover, such know-how, information and skills are required to be utilized and reused by the Company to sustain its business and make it profitable against international competition.

4. After due consideration of investments, expenditure, both direct and indirect, returns, non-productiveness of the employees during training, risks, loss, etc. it is essential that an employee serves the Company for a minimum period of two years from the date of joining.

5. In consideration of the foregoing, the Employee shall continue in the employment of the Company for a period of two (2) years from the date of joining the Company.

6. The Employee shall pay the Company a sum of Rs. 2,00,000/- (Rupees Two Lakhs only) in the event the Employee resigns from, or relinquishes his services with, the Company before the expiry of two years from date of joining.

7. The Guarantors hereby agree and covenant that they guarantee the due performance by the Employee of his obligations under this Bond and the Appointment Offer, and in particular guarantee the due payment of the liquidated damages stated herein.

The Employee and the Guarantors together with all their assets, movable and immovable are jointly and severally liable to the Company for the aforesaid sum of Rs. 2,00,000/- (Rupees Two Lakhs Only) and the Company shall have a first floating charge on such assets.

8. The Employee and the Guarantors agree that the liquidated damages mentioned above is a genuine pre-estimate of the damages in the event the Employee leaves the employment with the Company before the expiry of two (2) years and no further proof shall be required for quantification of the actual damage suffered by the Company.

9. The Guarantors hereby agree that their obligations under this Bond shall continue to be in force until all amounts due from the Employee under this Bond are paid for.

10. Notwithstanding the committed contracted service period of two years as above, if the Company terminates the services of the Employee at any time during the said period of two years upon the Employee (i) committing breach of any of the covenants and obligations to be observed and performed by his under these presents and the Appointment Offer; or (ii) found guilty of misconduct in relation to his duties or

disobeys or fails to carry out all orders and instructions lawfully issued to his as specified in the Appointment Offer, the Company reserves its right to recover the aforesaid liquidated damages of Rs. 2,00,000/- (Rupees Two Lakhs) from the Employee.

11. The granting of any time to the Employee or the delay or failure by the Company to claim or initiate proceedings against the Employee and/or the Guarantors shall not release the Employee and/or the Guarantors from their obligations hereunder or in any manner affect or impair their obligations towards the Company as voluntarily and irrevocably undertaken herein.

12. The Employee hereby authorises the Company to withhold, appropriate and adjust any amount payable to the Employee by the Company on any other account whatsoever against any amount due from the Employee to the Company under this Bond.

13. If any of the provisions of this Bond become invalid or is so judged, the remaining provisions shall be deemed severable and shall remain in full force and effect.

14. In the event of any disputes arising out of or relating to the terms of this Commitment Agreement, the courts in the City of Trivandrum shall alone have the jurisdiction.

IN WITNESS WHEREOF the above parties have executed this Bond on this the _____ day of _____ 20__.

EMPLOYEE

FIRST GUARANTOR

SECOND GUARANTOR

ANNEXURE IV

EMPLOYMENT CONFIDENTIAL INFORMATION AGREEMENT

This EMPLOYMENT CONFIDENTIAL INFORMATION AGREEMENT is made and entered into at TVM-NILA on 03 day of JUL , 2023 by and between **IBS Software Private Limited** having its registered office at 521-524, NILA, Technopark Campus, Trivandrum, Kerala- 695581 (the "Company") and I, Gopikrishna aged about years, residing at Arimbassery House, South Vazhakulam P.O, Aluva-5, KEENPURAM-683105, Kerala, INDIA ("I" or "Me" or "My").

As a condition of my acceptance of offer of employment with the Company and in consideration of my employment and receipt of the compensation paid to Me by the Company pursuant to Section 2(a)(i) of the offer of employment, I agree to the following terms and conditions of this Employment Confidential Information Agreement (the "Agreement"):

1. At-Will Employment. I understand and acknowledge that My employment with the Company is for an unspecified duration and constitutes "at-will" employment. I acknowledge that this employment relationship may be terminated at any time, with or without good cause or for any or no cause, at the option either of the Company or Myself, as per the period stipulated in my offer letter.
2. Confidential Information.
 - a) Company Information.
 - i. I agree that upon the commencement of my employment, the Company and/or its subsidiary, affiliate or parent entity will make available to Me the Confidential Information the Company and/or its subsidiary, affiliate or parent company that will enable Me to optimize the performance of My duties to the Company. In exchange, I agree to use such Confidential Information solely for the Company's benefit. Notwithstanding the preceding sentence, I agree that upon the termination of My employment in accordance with Section 1, the Company shall have no obligation to provide or otherwise make available to Me any of its Confidential Information.
 - ii. I understand and acknowledge that "Confidential Information" means all non-public, confidential or proprietary information disclosed before, on or after the Effective Date, by or on behalf of the Company to Me whether disclosed in writing, orally or visually, and whether disclosed or accessed in documentary, electronic or other tangible or non-tangible form or media, and whether or not identified as "confidential," including, without limitation (a) all technical or non-technical information pertaining to the Company and/or its subsidiary, affiliate or parent company or its services; (b) information concerning the past, present, and future business affairs of the Company and/or its subsidiary, affiliate or parent company, and their customers, suppliers, and any other third parties, including, without limitation, information concerning finances, customers, suppliers, products, services, proposal, organizational structure, internal practices, forecasts, sales, financial results, financial records, budgets and business, marketing, development, sales, and other commercial

strategies; (c) any unpatented inventions, ideas, methods, discoveries, trade secrets, know-how, unpublished patent applications, and other intellectual property; (d) all designs, specifications, documentation, components, software, hardware, techniques, source code, network, security architecture, product information, reports and documentation, inventions, know-how, trade-secrets, structural, scientific, technical, intellectual, algorithmic, pricing data, market reports and other business affairs, object codes, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing; (e) any third-party confidential information included with, or incorporated in, any information provided by the Company and/or its subsidiary, affiliate or parent company to Me; (f) personal information of the Company and/or its subsidiary, affiliate or parent company, and their customers, suppliers, and any other third parties; and (g) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials (the "Notes") prepared by or for the Company and/or its subsidiary, affiliate or parent company that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing.

- iii. I agree at all times during the term of my employment and thereafter, to hold in strictest confidence, and not to use, except for the exclusive benefit of the Company, or to disclose to any person, firm or corporation without written authorization of the Board of Directors of the Company, any Confidential Information of the Company.
- iv. I agree at all times not to copy or transfer any Confidential Information to personal email inbox or to any device in any manner whatsoever. I undertake that any copy or transfer shall only be as authorized by the Company.
- v. I agree and acknowledge to comply with IT security requirements of the Company while accessing and using the Confidential Information.

b) Former Employer Information. I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

c) Third Party Information. I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

3. **Conflicting Employment.** I agree that, during the term of my employment with the Company, I will devote My full time and efforts to the Company and I will not engage in any other employment, occupation or consulting activity, nor will I engage in any other activities that conflict with My obligations to the Company.

4. **Returning Confidential Information.** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, Notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed or received by Me pursuant to My

employment with the Company or otherwise belonging to the Company, its successors or assigns.

5. **Notification of New Employer.** In the event that I leave the employment of the Company, I hereby grant consent to notification by the Company to my new employer about my rights and obligations under this Agreement.
6. **Personal Data.** All information relating to an individual ("Personal Data") is subject to any applicable laws, regulations and secondary legislation enacted from time to time relating to data protection, the use of information relating to individuals, the information rights of individuals and/or the processing of Personal Data ("Data Protection Laws") and is provided solely for the purpose of performing my duties on behalf of the Company. Personal Data disclosed hereunder must not be used for any other purpose nor divulged to any unauthorized third party and I undertake to abide by the provisions of the Data Protection Laws in receiving and processing such Personal Data at all times and keep the Company fully protected against any and all losses, damages, cost, expenses, penalties incurred by the Company due to misuse of Personal Data.
7. **Interference.** I agree that during the course of my employment and for a period of eighteen (18) months immediately following the termination of my relationship with the Company for any reason, whether with or without good cause or for any or no cause, at the option either of the Company or myself, with or without notice, I will not, either directly or indirectly, interfere with the Company's contracts and relationships, or prospective contracts and relationships, including, but not limited to, the Company's customer or client contracts and relationships.
8. **Acknowledgement of consideration.** I acknowledge that I will derive significant value from the Company's agreement in Section 2(a) (i) to provide me with that Confidential Information of the Company to enable me to optimize the performance of my duties to the Company. I further acknowledge that my fulfillment of the obligations contained in this Agreement, including, but not limited to, my obligation neither to disclose nor to use the Company's Confidential Information other than for the Company's exclusive benefit and my obligation not to compete contained in my offer letter, is necessary to protect the Company's Confidential Information and, consequently, to preserve the value and goodwill of the Company.
9. **Representations.** I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company.

10. **General Provisions.**

- a) **Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by the laws of Republic of India without regard for conflicts of laws principles. I hereby expressly consent to the personal jurisdiction of the courts located in Trivandrum, Kerala for any lawsuit concerning my employment or the termination of my employment or arising from or relating to this Agreement.
- b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and supersedes all prior discussions between us. I also understand that any representation to the contrary is unauthorized and not valid unless obtained in writing and signed by an authorized representative of the Company. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both parties. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.
- c) **Severability.** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
- d) **Successors and Assigns.** This Agreement will be for the benefit of the Company, its successors, and its assigns.
- e) **Construction.** The language used in this Agreement will be deemed the language chosen by

the parties to express their mutual intent, and no rules of strict construction will be applied against either party.

- f) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be enforceable, and all of which together shall constitute one agreement.

11. I acknowledge and agree to each of the following items:

- a) I am executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else; and
- b) I have carefully read this Agreement. I have asked any questions needed for Me to understand the terms, consequences and binding effect of this Agreement and fully understand them; and
- c) I have had an opportunity to seek the advice of an attorney of my choice if I wanted to before signing this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first above written provided, however, that the Company executed this Agreement solely for the purpose of entering into the covenants contained in Section 2(a)(i).

COMPANY:

EMPLOYEE:



Jayan P

Senior Vice President & Head
of Global Human Resources)

DAMAC



دamac

2023-10-1607CF5FE62B4B618FE0631790410A41CE07CF5FE62B4B618FE0631790410A41CE

Ms. Gouri Vinod Santha

Indian National

Passport No / ID No: S2092551

Contact No: 971-566405225

Dear **Ms. Gouri,**

Subject: Offer of Employment

Further to our meetings and discussions, we are pleased to extend to you an offer of employment with **Damac Properties Co. LLC** as per the following terms and conditions:

Position : Intern-Finance
Place of work : Executive Heights- Dubai
Duration of Internship : 3 Months
Department : Finance Support
Date of Joining : 2023-11-06
Timing : 9.00 am to 5.00 pm (Monday to Friday).

You will be paid a stipend of **AED 2500/- monthly** for the duration of your internship

You are required to submit an NOC from your sponsor with regard to their permission for your Internship Program with Damac Properties Co. LLC.

In the event of termination of this contract by either party, a prior written notice of termination for a period of 30 days or pay in lieu by the party terminating the contract is mandatory.

We would take this opportunity to welcome you to the DAMAC Group.

Please signify your acceptance by signing the duplicate copy as a confirmation of your having accepted the terms and conditions of employment contained therein.

On behalf of Damac Properties Co. LLC ,

M. P. John
Chief Human Capital Officer

I hereby confirm my acceptance of this offer

Gouri Vinod Santha

Date: 2023-10-16

Offer letter for candidate Gouri Vinod Santha

Candidate's response "Accepted" was recorded on October 16, 2023

Business title Intern-Finance from job requisition Finance Intern (25650)

Job offer was extended on October 16, 2023

Electronically signed by Gouri Vinod Santha on October 16, 2023

Electronically signed from 92.98.2.166



You Are Awesome!

Offer Letter

Six Dee Telecom Solutions

Devkrishnan V A

20 February 2023

9074757442

devanaswinikumar8@gmail.com

Dear Devkrishnan,

We welcome you to **Six Dee Telecom Solutions Private Limited**, also known as **6D Technologies**. We are confident that we will build a long and mutually rewarding career together. We believe that it is individuals like you who can along with all of us build a world-class company. The guiding principle behind our endeavour to succeed emanates from three key words - "Bright, Confident and Active".

We sincerely hope that you will grow with us.

COMMENCEMENT DATE

If you accept this offer of employment, we will keep you posted on your date of joining and Point of Contact.

We would like to extend our offer to you to join **Six Dee Telecom Solutions Private Limited**, as **Implementation Engineer**.

REMUNERATION

During your initial 6 months of training/probation period, your total cost to company will be **INR 240000 per annum**. Details of the salary structure are given in the annexure attached.

Your probation period will be deemed successful after we receive an overall positive feedback on your performance from your respective manager(s). Thereafter, your total cost to company will be revised to **INR 400000 per annum**. Details of the salary structure are given in the annexure attached.

PLACE OF WORK

Your work location will be **Bangalore** office. The Company may reasonably require you to work at any other department/premises of the Company whether existing or which may be set up in the future. In the performance of your duties for the Company, you may reasonably be required to travel, or require you to work throughout and outside India at client/ partner location of the Company.

We look forward to you joining us.

Kind regards,
Yours sincerely,

Shweta Singh

Shweta Singh

Manager - Human Resources

For and on behalf of

Six Dee Telecom Solutions Private Limited

OFFER ACCEPTANCE BY EMPLOYEE

I assume that all the information furnished by me during the recruitment process is true and correct.

I, _____, s/o/d/o _____, accept employment with **Six Dee Telecom Solutions Private Limited** under the terms and conditions as set out herein above and undertake to fully comply and abide by the same. I have carefully read and understood these terms with the help of my legal advisor.

Signature _____ Date _____

(Devkrishnan V A)



You Are Awesome!

Offer Letter

Six Dee Telecom Solutions

Julia Anil

20 February 2023

9605112177

juliaanil2000@gmail.com

Dear Julia,

We welcome you to **Six Dee Telecom Solutions Private Limited**, also known as **6D Technologies**. We are confident that we will build a long and mutually rewarding career together. We believe that it is individuals like you who can along with all of us build a world-class company. The guiding principle behind our endeavour to succeed emanates from three key words - "Bright, Confident and Active".

We sincerely hope that you will grow with us.

COMMENCEMENT DATE

If you accept this offer of employment, we will keep you posted on your date of joining and Point of Contact.

We would like to extend our offer to you to join **Six Dee Telecom Solutions Private Limited**, as **Software Engineer**.

REMUNERATION

During your initial 6 months of training/probation period, your total cost to company will be **INR 240000 per annum**. Details of the salary structure are given in the annexure attached.

Your probation period will be deemed successful after we receive an overall positive feedback on your performance from your respective manager(s). Thereafter, your total cost to company will be revised to **INR 400000 per annum**. Details of the salary structure are given in the annexure attached.

PLACE OF WORK

Your work location will be **Bangalore** office. The Company may reasonably require you to work at any other department/premises of the Company whether existing or which may be set up in the future. In the performance of your duties for the Company, you may reasonably be required to travel, or require you to work throughout and outside India at client/ partner location of the Company.

We look forward to you joining us.

Kind regards,
Yours sincerely,

Shweta Singh

Shweta Singh

Manager - Human Resources

For and on behalf of

Six Dee Telecom Solutions Private Limited

OFFER ACCEPTANCE BY EMPLOYEE

I assume that all the information furnished by me during the recruitment process is true and correct.

I, _____, s/o/d/o _____, accept employment with **Six Dee Telecom Solutions Private Limited** under the terms and conditions as set out herein above and undertake to fully comply and abide by the same. I have carefully read and understood these terms with the help of my legal advisor.

Signature _____ Date _____

(Julia Anil)



You Are Awesome!

Offer Letter

Six Dee Telecom Solutions

Neeraj K Nair

20 February 2023

8943243637

neerajknair2@gmail.com

Dear Neeraj,

We welcome you to **Six Dee Telecom Solutions Private Limited**, also known as **6D Technologies**. We are confident that we will build a long and mutually rewarding career together. We believe that it is individuals like you who can along with all of us build a world-class company. The guiding principle behind our endeavour to succeed emanates from three key words - "Bright, Confident and Active".

We sincerely hope that you will grow with us.

COMMENCEMENT DATE

If you accept this offer of employment, we will keep you posted on your date of joining and Point of Contact.

We would like to extend our offer to you to join **Six Dee Telecom Solutions Private Limited**, as **Software Engineer**.

REMUNERATION

During your initial 6 months of training/probation period, your total cost to company will be **INR 240000 per annum**. Details of the salary structure are given in the annexure attached.

Your probation period will be deemed successful after we receive an overall positive feedback on your performance from your respective manager(s). Thereafter, your total cost to company will be revised to **INR 400000 per annum**. Details of the salary structure are given in the annexure attached.

PLACE OF WORK

Your work location will be **Bangalore** office. The Company may reasonably require you to work at any other department/premises of the Company whether existing or which may be set up in the future. In the performance of your duties for the Company, you may reasonably be required to travel, or require you to work throughout and outside India at client/ partner location of the Company.

We look forward to you joining us.

Kind regards,
Yours sincerely,

Shweta Singh

Shweta Singh

Manager - Human Resources

For and on behalf of

Six Dee Telecom Solutions Private Limited

OFFER ACCEPTANCE BY EMPLOYEE

I assume that all the information furnished by me during the recruitment process is true and correct.

I, _____, s/o/d/o _____, accept employment with **Six Dee Telecom Solutions Private Limited** under the terms and conditions as set out herein above and undertake to fully comply and abide by the same. I have carefully read and understood these terms with the help of my legal advisor.

Signature _____ Date _____

(Neeraj K Nair)



You Are Awesome!

Offer Letter

Six Dee Telecom Solutions

Renjana Ramesh

20 February 2023

8281213819

ammurenjana@gmail.com

Dear Renjana,

We welcome you to **Six Dee Telecom Solutions Private Limited**, also known as **6D Technologies**. We are confident that we will build a long and mutually rewarding career together. We believe that it is individuals like you who can along with all of us build a world-class company. The guiding principle behind our endeavour to succeed emanates from three key words - "Bright, Confident and Active".

We sincerely hope that you will grow with us.

COMMENCEMENT DATE

If you accept this offer of employment, we will keep you posted on your date of joining and Point of Contact.

We would like to extend our offer to you to join **Six Dee Telecom Solutions Private Limited**, as **Implementation Engineer**.

REMUNERATION

During your initial 6 months of training/probation period, your total cost to company will be **INR 240000 per annum**. Details of the salary structure are given in the annexure attached.

Your probation period will be deemed successful after we receive an overall positive feedback on your performance from your respective manager(s). Thereafter, your total cost to company will be revised to **INR 400000 per annum**. Details of the salary structure are given in the annexure attached.

PLACE OF WORK

Your work location will be **Bangalore** office. The Company may reasonably require you to work at any other department/premises of the Company whether existing or which may be set up in the future. In the performance of your duties for the Company, you may reasonably be required to travel, or require you to work throughout and outside India at client/ partner location of the Company.

We look forward to you joining us.

Kind regards,
Yours sincerely,

Shweta Singh

Shweta Singh

Manager - Human Resources

For and on behalf of

Six Dee Telecom Solutions Private Limited

OFFER ACCEPTANCE BY EMPLOYEE

I assume that all the information furnished by me during the recruitment process is true and correct.

I, _____, s/o/d/o _____, accept employment with **Six Dee Telecom Solutions Private Limited** under the terms and conditions as set out herein above and undertake to fully comply and abide by the same. I have carefully read and understood these terms with the help of my legal advisor.

Signature _____ Date _____

(Renjana Ramesh)



Christava Mahilalayam Public School

Thottumughom, Aluva - 683 105, Kerala State. Tel: 0484-2631112, 8304979112

CBSE affiliation No: 930494 (website: www.mahilalayamschool.edu.in, email: mahilalayam@gmail.com)

Date

Ref No: 05/CMPS/2023-24

02.05.2023

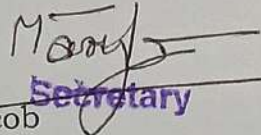
OFFER LETTER

Dear Ms. Sneha Dsooza,

The Management is pleased to inform you that you are hereby appointed as a Computer teacher with effect from 15.05.2023 as per the recommendation of the Appointment Committee which met on 20/04/2023.

Secretary

Ms. Mary Jacob


Secretary



Mr. Devkrishnan V.A
Aiswarya nagar
Flat no 207
Thaikkattukara P.O
Aluva- 683106

20th March 2023

OFFER LETTER

Dear Mr. Devkrishnan V A

Further to our discussions, we are pleased to offer you the post of **Associate Engineer** at Innovature.

Congratulations!

Your annual compensation (CTC) shall be **Rs.2,64,000/- Rupees Two Lakhs Sixty Four Thousand per annum** as shown in Annexure A. Detailed employment terms will be specified in your Employment Agreement that will be provided to you as part of the formal onboarding process.

Your joining date is **17th July, 2023** by 10.00 AM IST, and you shall be based at our **Kochi** office. As discussed, you should be willing to travel, or re-locate on-site if your duties require so.

On the day of joining, you are requested to bring the documents listed in Annexure A (along with photocopies) and sign the formal Employment Agreement specifying your detailed employment terms with Innovature.

Kindly note that this offer is strictly contingent upon satisfactory review of your reference/background checks and validation of any relevant academic / professional credentials. Also, note that your compensation and offer details are strictly confidential between you and Innovature. Disclosing this information to third parties is a violation of Innovature's confidentiality policy and may result in immediate cancellation of this employment offer.

Kindly indicate your acceptance by replying to this by **06th April, 2023**. This offer letter will be deemed to be canceled and voided if received past the above date.



January 27, 2023

Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear Ahsana A M,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M.Tech degree from one of the premier engineering institution/university in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP. Wish you all the best!

Yours sincerely,
For **Wipro Limited**,

A handwritten signature in black ink, appearing to read "Aparna Shailen", written over a horizontal line.

**Aparna Shailen
General Manager - Human Resources**

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

TERMS & CONDITIONS OF SCHOLARSHIP

1. Profile:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ("PRP") that prepares you to

participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M.Tech degree from one of the premier engineering Institution/university** upon successful completion of the course.

2. Duration:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment Details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium/cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **INR 12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **INR 14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of **INR 2,00,000/-** per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available in myPolicies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (INR Per Month)
First Year	15,000	488	15,488/- (*)
Second Year	17,000	553	17,553/- (*)
Third Year	19,000	618	19,618/- (*)
Fourth Year	23,000	0	23,000/- (*)

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Employees with a fixed salary of less than INR 21,000 per month are covered under ESI. ESI is a comprehensive social security program in the event of medical contingencies, such as sickness, maternity, death or disablement due to employment injury and occupational disease. This scheme provides access to medical treatment, medical facilities, cash compensation and other support for insured persons

Your fourth-year scholarship will continue until completion of your M.Tech program. You will be enrolled into the academic program within 12 months from the date of joining.

You shall be eligible to receive a onetime "joining bonus" of **INR 75,000** after you join Wipro along with your first month scholarship. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the Scholar Trainee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of **INR 1,250/-** will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

- i. This letter of enrolment is subject to the execution of a Training Agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training Agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of **INR 75,000/- (Rupees Seventy five thousand only)** will have to be paid by you as detailed in the Training Agreement.

6. Project Readiness Program (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic Study:

- i. You will be enrolled for M.Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.

- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar Trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work/dissertation in your final semester (8th semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes (but not limited to) an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.
- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 8:30am to 6:00pm. However, this is subjected to change based on business needs.
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar Trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training/late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar Trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments/quiz/examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar Trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar Trainee's CGPA is less than 5.5, the Scholar Trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar Trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project/Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. Study regulations mentioned in section v to xxii are subjected to change as per the norms of the participating University and the decision of the University/WILP Team/Wipro is final and binding.
- xxiv. WILP Scholar Trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.

- xxv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time, strict action will be taken and the decision of the WILP Team/ faculty/University would be final and binding.
- xxvi. Breach of integrity will be dealt with sternly. Such Scholar Trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvii. On successful completion of the study, you will be eligible to receive the M.Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxviii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M.Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation/university norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head/Manager of WILP Academy
- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - a. Any student/scholar trainee of the WILP to abandon/withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
 - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
 - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
 - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head/Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head/Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.

- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated/modified on a periodic basis and new policies may be introduced and notified to Scholar Trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP/Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. Additionally, during this study period, you may be assigned/allocated to projects (billable/support roles) of any Technology/Client as per Organizational requirement. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by

you even after cancellation of your enrolment for whatever reasons as the case may be.

- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training Agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays and in any shifts during the day, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple formats to suit the project work situations and university guidelines such as contact classes in ILT (Instructor Led Training) and/or VILT (Virtual Instructor Led Training) and Self-Directed/Recorded lecture sessions.

16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.

- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar Trainee on successful and satisfactory completion of the academic study.

18. Work Allocation for on the Job Training:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your enrolment or other disciplinary action.

19. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

Yours sincerely,

For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Ahsana A M, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- validating my application form and retaining records on the same for any future reference/verification;
- processing my application form including background verification checks;
- academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my

aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro grooms campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

“EMERGE” a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the “corporate world”. This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is “Project Based Learning” (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar Trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

TRAVEL, ACCOMMODATION, FOOD & OTHER MISCELLANEOUS EXPENSES

Travel

- i. You would be entitled for INR 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount. **You are not required to raise any claims towards reimbursements of travel expenses post joining as this lump sum amount will be paid in your first month's stipend.**
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- i. You would be entitled for INR 400 per day for 8 days (total amount of INR 3200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following: Settlement and

Miscellaneous Expenses: INR 1200 per day for 7 days (total amount of INR 8400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro > myPolicies > Common Policies across Countries > myTravel > Global Relocation Policy.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

v. You cannot book initial stay accommodation through the Wipro Hospitality team at hospitality.accommodation@wipro.com and reimburse the same.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : [.NET-FS -MERN](#)

Location Preferences 1 : [Kochi](#)

Skill Preferences 2 : [.NET-FS-MEAN](#)

Location Preferences 2 : [Chennai](#)

Skill Preferences 3 : [Java-MEAN](#)

Location Preferences 3 : [Mangalore](#)

Accept Decline

Signature [Ahsana A M 27/1/2023 4:51 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

[26180196](#)

21st October 2022

Offer Letter

Aiswarya Jayadev

Nandanam
Muppathadam P O,
Aluva - 683110

Dear Aiswarya,

Further to the selection process you had with us, we are pleased to offer you an exciting career with Experion Technologies (India) Pvt. Ltd.

Your formal training period of three months, **Initial Learning Program (ILP)** will start as soon as you complete your current course examinations, and you will be eligible for a **stipend of INR 15,000 per month** during the period. You will have a series of training sessions to undergo during your formal training period which will help you to perform during this period.

Successful completion of the **Initial Learning Program** and submission of **Provisional Certificate of your Graduation** from your Institution/University are the prerequisites to avail **Formal Employment Offer** from Experion.

The general terms and conditions of the **Employment Offer** are as follows:

1. On successful completion of the Initial Learning Program, you shall be appointed on probation for a period of 6 (six) months as **'Associate Software Engineer'** at grade **A1**.
2. Your remuneration on joining Experion shall be **INR 4,00,000/-** (Rupees Four Lakhs) only per annum cost to the company.
3. Your job location shall be either at our **Thiruvananthapuram (Technopark)** or **Kochi (Infopark)** office based on our project requirements at the time of joining the Company.

Experion Technologies (India) Private Limited

Regd.Office: 407, 4th Floor, Thejaswini Building, Technopark Campus, Trivandrum 695581, Kerala, India © info@experionglobal.com 🌐 www.experionglobal.com

Offices in India: Cochin, Infopark SEZ. Trivandrum, Technopark. Bangalore, Brigade Road.
CIN No: U72200KL2006PTC019336



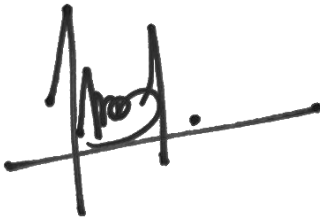
Digitally
Driven

You have the option of upgrading to the Elite stream by taking one more round of Programming Test. This selection procedure is optional for you. If chosen, you will be promoted to the Elite batch, with an annual salary of **INR 6,00,000/-** (Rupees Six Lakhs) only per annum cost to the company. If not, you will be part of the Regular stream under the job terms and conditions outlined in the current Offer Letter.

Kindly sign the copy of this letter indicating your acceptance of the above terms and conditions of this offer and return the same (soft copy) to us.

We welcome you to build an exciting career with Experion!

For **Experion Technologies (I) Pvt. Ltd.**,



Jijo Joseph
AGM – Human Resources

I, _____, acknowledge that I have read, understood, and accept this Offer and other terms and conditions of employment as outlined therein, and agree to send the certificate copies of the qualifying examinations once I receive it from the University.

Signature

Date

Experion Technologies (India) Private Limited

Regd.Office: 407, 4th Floor, Thejaswini Building, Technopark Campus, Trivandrum 695581, Kerala, India ☎ info@experionglobal.com 🌐 www.experionglobal.com

Offices in India: Cochin, Infopark SEZ. **Trivandrum**, Technopark. **Bangalore**, Brigade Road.
CIN No: U72200KL2006PTC019336

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

08 September 2023

Ajay Sunny

ADAKKARAVAYALIL HOUSE,, AIRAPURAM P.O, Kerala, Ernakulam

Dear Ajay,

On behalf of **KPMG India Services LLP** (the '**Firm**'), I am pleased to offer you the position of **Analyst in Advisory** with the Firm. You will be part of the **Advisory - TE-SAP** team.

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

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

In the event you fail to join latest by **18 September 2023**, this employment agreement ('Agreement') shall stand terminated.

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

A. Compensation

1. Basic Salary

Your basic salary shall be **INR 175000/-** (Rupees One Lakh Seventy Five Thousand only) per annum, payable on a monthly basis, in arrears.

2. Allowances and Employers Contribution to Provident Fund

In addition to the basic salary referred to in Paragraph A.1 above as part of Cost to Company (CTC), you shall be entitled to a sum of **INR 175000/-** (Rupees One Lakh Seventy Five Thousand only) per annum. The aforesaid part of CTC shall include



Employer's share of contribution under the Provident Fund scheme of the Firm, which shall be subject to your entitlement and the policy of the Firm and would depend on the allowances to be chosen out of the allowances / perquisites as detailed in the People Handbook.

B. Other Entitlements

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

1. Annual Increments

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

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

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

2. Performance Bonus

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

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

This amount is pro-rated depending upon the actual date of joining during the Firm's financial year. The performance bonus (if any) will be payable solely based on you being in active employment of the Firm and not serving notice on the date of disbursement. Payment of the aforesaid performance bonus shall be subject to the policies and/or procedures of the Firm as existing on the date of disbursement.

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



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

3. Gratuity

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

4. Medical Insurance Scheme

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

5. Leave

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

6. Maternity Benefits [For Women employees only]

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

C. Miscellaneous

1. Working Hours

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

2. Taxation

Any amount payable by the Firm to you towards Compensation, Other Entitlements and/or, any other payment shall be subject to deduction of withholding taxes and/or, any



other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

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

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

3.2 You shall not, either during your employment or at any time thereafter, except as required by law or otherwise specifically approved by the Firm in writing, use, divulge, copy, quote, refer or disclose to any third party or send, upload, transfer, transmit to yourself on any email address, including by use of official and/or personal email account,



external storage devices (e.g. USB, flash drives, SD card, external hard disk), upload on cloud storage (e.g. Google Drive, One Drive etc.), unofficial/unauthorized collaboration sites or third party messaging applications (e.g. WhatsApp, Telegram etc.) or in any other manner whatsoever, any sensitive and/or Confidential Information, whether in whole or in part, which may have come to your possession or knowledge at any time during the course of your employment with the Firm. Any non-compliance of this obligation shall be construed as a misconduct in terms of the People Handbook of the Firm and shall be subject to the Firm's disciplinary process. You shall also ensure that you comply with all Firm policies at all times in this regard. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence, or fault.

4. Employment Conditions

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

5. Travel

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

6. Independence and Risk Policies

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

7. Prevention of Insider Trading

You shall not, without prior written permission of the Firm, purchase, sell or deal in, at



any time either during your employment with the Firm or thereafter, any securities issued by any past, present or prospective customer/client of the Firm in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Firm.

8. People Handbook

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

9. Intellectual Property

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

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

10. Social Media Policy

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

11. Personal Conflicts

In addition to your obligations under the People Handbook, you shall ensure that there is no personal conflict in performance of your duties, and you shall promptly notify the Firm in case you perceive any personal conflict while discharging any of your duties. Further, you shall ensure that you comply with all Firm policies at all times in this regard.



'Personal Conflict' shall mean where an employee has a personal connection with the client/target/sub-contractor/vendor/supplier, etc., which may interfere, or may be perceived to interfere, with their ability to remain objective/independent, or where they are personally in possession or have access to confidential information relating to any party or transaction and which can be used to gain any undue advantage or benefit in respect of which the employee is involved or likely to be involved for provision of services. Any non-compliance of this clause shall be construed as a misconduct and shall be subject to the Firm's disciplinary process.

D. Termination

1. Without Cause

- 1.1 Either Party shall be free to terminate this Agreement at will and, at any time, with or without cause. The Party desirous of terminating this Agreement shall give **Ninety (90) days** prior written notice to the other Party. The Firm at its discretion may pay or accept, payment of equivalent or proportionate salary in lieu of the full or part of the notice period. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Firm on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Firm such joining bonus/sign-on bonus as paid to you by the Firm which shall be in addition to the **Ninety (90) days** written notice or salary in lieu thereof or a combination thereof. Further, in case you have received any relocation benefits and you exercise the option of termination this Agreement, or your agreement is terminated by the Firm on grounds mentioned above within 12 months of joining or relocation, the Firm shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Firm and/or expenses reimbursed to you in connection with your relocation.
- 1.2 Additionally, in the event you exercise the option to terminate this Agreement as contained under the Paragraph D.1.1 above, the Firm notwithstanding anything to the contrary contained in clause 1.1 above, may relieve you from the date as the Firm may deem fit even before expiration of notice period without any liability to compensate you in connection with the unserved duration of your notice period. All other terms and conditions of this Agreement or applicable Firm's policies including without limitation to the Code of Conduct shall apply to you in the aforesaid scenario of early relieving without any exceptions or concessions of any kind whatsoever.
- 1.3 Without prejudice to the Firm's right as contained in Clause D.1.2, in case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on paid leave until the end of your notice period at the Firm's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.



1.4 With the exception as laid out in Paragraph D.1.3 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

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

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

2.2 Indemnity

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

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Firm will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.

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

2.3 Provisional Offer

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



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

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

3. Leave beyond Entitlement

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

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all Confidential Information, lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

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

5. Retirement

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

E. Governing Law



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

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

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Firm on or before 10-09-2023 failing which, this offer stands automatically withdrawn by the Firm without any further notice to you.

F. Miscellaneous

1. Entire Agreement:

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

2. Waiver:

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

3. Survival:

Upon termination of this Agreement those sections that by their nature are intended to survive termination, rescission or expiration of this Agreement shall so survive, unless otherwise indicated in this Agreement.

Yours sincerely,
for KPMG India Services LLP

Mohit Sharma
Human Resources - Head-Talent Acquisition



INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

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

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

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

Do the Independence Rules Apply to Me?

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

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

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



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

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

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

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

When Is My Family Subject to the Rules?

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



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

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

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

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

In addition:

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

What Kinds of Loans Are Acceptable?



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



ANNEXURE 1
INDICATIVE COST-TO-FIRM

Ajay Sunny

Compensation Category	Monthly (in INR)	Annual Target Earning (in INR)	Annual Maximum Potential Earning (in INR)
i) Basic Salary	14583	175000	175000
ii) *Flexible Compensation	12783	153400	153400
iii) Employer Contribution to Provident Fund	1800	21600	21600
a) Fixed Compensation along with Employer's Contribution to Provident Fund (Annual) (i+ii+iii)	29167	350000	350000
b) Gratuity	701	8413	8413
c) Insurance Premium#		37510	37510
d) Target Performance Linked Variable Pay		38885*	77770**
Potential Cost to Firm (Annual) (a+b+c+d)		434808	473693

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

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

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

PERFORMANCE LINKED BONUS

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

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

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



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

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

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

OTHER BENEFITS

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

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

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



Annexure 2

Understanding and Structuring your Compensation

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

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

**50% of fixed compensation*

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

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

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



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

EMPLOYMENT OFFER

Mr. Alen Rinny

Kerala,

Dear Alen Rinny,

On behalf of Virima Technologies India Pvt Ltd (the “Company”), I am pleased to offer you the position of Trainee Software Engineer of the Company. You will be on probation for a period of six (6) months during which you will be evaluated periodically. You will be working out of the Company’s Bangalore office. Also, you will have to sign an agreement with the company for 24-months.

1. Compensation & Benefits

a. Base Wage. Subject to the provisions of this letter agreement (this “Agreement”), you will be eligible for a total CTC (Cost to Company) will be **INR 3,70,000 per annum** (INR Three Lakhs and Seventy Thousand Only), during the 6-months training and probation period, you will be paid INR 16,667 per month (INR Sixteen Thousand Six Hundred and Sixty-Seven Only), as further described in Schedule A, subject to applicable tax withholding and the provisions of this Agreement. Your salary will be payable pursuant to the Company’s regular payroll policy.

b. Benefits. As a full-time employee, you will be entitled to such employee benefits as are hereafter provided generally to all the Company's full-time employees and as further elaborated in the Company’s Employee Handbook in effect from time to time.

2. Pre-employment Conditions. Your acceptance of this offer and commencement of employment with the Company is contingent upon the execution, and delivery to an officer of the Company, of the Company’s Proprietary Information, Invention Assignment, and Arbitration Agreement prior to or on your Start Date (as defined below).

3. General Obligations. As an employee, you will be expected to adhere to the Company’s standards of professionalism, loyalty, integrity, honesty, reliability and respect for all. Please note that the Company is an equal opportunity employer. The Company does not permit, and will not tolerate, the unlawful discrimination or harassment of any employees, consultants, or related third parties on the basis of sex, race, color, religion, age, national origin or ancestry, marital status, veteran status, mental or physical disability or medical condition, sexual orientation, pregnancy, childbirth or related medical condition, or any other status protected by applicable law. Any questions regarding this EEO statement should be directed to Human Resources at hr@virima.com. The Company may

make and enforce any reasonable terms and conditions of employment not contrary to this Agreement, which shall also govern your employment. You shall comply and obey all terms of the Inventions Agreement and the Company's Employee Handbook in effect from time to time.

4. Full-Time Best Efforts. You shall devote your full professional time and attention to the performance of your obligations under this Agreement, and shall always faithfully, industriously and to the best of your ability, experience, and talent, perform all your duties and responsibilities hereunder. In furtherance of, and not in limitation of the foregoing, during the term of this Agreement, you further agree that (i) the Company shall be entitled to all of the benefits and profits arising from or incident to all such work, services and advice provided to the Company (except as otherwise may be provided in the Inventions Agreement); and (ii) you shall not render commercial or professional services of any nature, including as a founder, advisor, consultant, or a member of the board of directors, to any person or organization, whether or not for compensation, without the prior approval of the Board, in its sole discretion.

5. Separation and Termination of Employment. Subject to applicable law, either of us shall be entitled to terminate this Agreement (and employment) with a prior notice period of one month, if you are on probation, and three months, thereafter. **In the event you do not fulfill your notice period, the Company retains the right to withhold dues payable to you as per applicable law and not issue you a relieving letter.** The Company shall retain the right to terminate your services immediately for misconduct in accordance with the procedure established in the Company's Employee Handbook in effect from time to time. The age for retirement from the Company is 58 years.

6. Miscellaneous.

(a) Governing Law. This Agreement will be governed by and construed according to the laws of the Republic of India. To the extent that any action in a court of law is permitted under the Inventions Agreement, you hereby expressly consent to the personal jurisdiction of the courts in Bangalore. Any other action arising from or related to this Agreement shall be arbitrated in accordance with the provisions of the Inventions Agreement.

(b) Entire Agreement. This Agreement, together with the Exhibits, including the Inventions Agreement, contains the complete, final, and exclusive agreement of the Company and you relating to the terms and conditions of your employment with the Company, and supersedes all prior and contemporaneous oral and/or written and/or implied representations, employment agreements or arrangements between the Company and you.

(c) Severability. The finding by a court of competent jurisdiction of the unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal. Such a court shall have the authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or

provision that most accurately represents the parties' intention with respect to the invalid or unenforceable term or provision.

(d) Headings. The headings set forth in this Agreement are for convenience of reference only and shall not be used in interpreting this Agreement.

(e) Successors and Assigns. This Agreement shall insure to the benefit of the successors and assigns of the Company and any of your successors and permitted assigns and shall be binding upon the successors and assigns of the Company and you, including any of your executors, administrators or other legal representatives.

(f) Modification. This Agreement may not be modified or amended except by a written agreement signed by the President of the Company.

(g) Telecopy Execution and Delivery. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all such counterparts together will constitute one and the same instrument.

Please note that this offer is subject to the following terms and conditions:

- a) Receipt of References given by you, which are satisfactory to the company
- b) Background checks, which are satisfactory to the company
- c) Such other information provided by you in the resume and during personal interview processes.

We are all delighted to be able to extend you this offer and look forward to working with you. We believe that your background, combined with your enthusiasm will play an important role in the growth of our organization. To indicate your acceptance of the Company's offer, please sign and date this letter in the space provided below and return it to me. The Company requests that you begin work in this new position on **June 1st, 2023.**

Very truly yours,

ACCEPTED AND AGREED:

Signature:

Alen Rinny

Date:

Virima Technologies India Pvt Ltd

By: 

Vinay Chandra

Chief Operating Officer

SCHEDULE A**SALARY OFFER SHEET****Name: Alen Rinny****Position: Trainee Software Engineer**

You will receive a CTC of **INR 16,667 /-pm** Consolidated, without any other benefits. You will receive your salary as given below.

COMPONENT	AMOUNT (INR)
A: Total Cost to Company	16,667
B: Basic 40% of CTC	6,667
C: HRA 40% of Basic	2,667
D: Deductions PF Rs.3600 & PT Rs.200	2,078
E: Total Allowances (A-(B+C+D))	5,256
Net Pay (A-D)	14,589
Gross Pay (A-Rs.1800 Employer PF)	15,867

*The above CTC is subjected to tax deductions.

Apart from the standard salary emoluments, Employees are also entitled to unique **Company Benefits** to assist you in maintaining a healthy work-life balance. The details of the benefits are as Follows:

a. Medical Insurance Coverage up to **Rs.3,00,000/-** per annum.

LETTER OF OFFER

AES/HRD/OL-141
04/04/2023

To,

Mr. Anand Sarath
Vaisakh (H),
Pullayas Road,
South Chittoor,
Kochi - 682027

Dear Anand,

Further to the interview and the discussions we had with you, we are pleased to offer you the post of a **Digital Marketing Trainee** in our organization.

You are entitled for a remuneration package of **₹25,000/- (CTC) per month (Statutory Deduction is applicable on the CTC)**. You will receive the salary in 02 portions i.e. 70% of salary on 5th and remaining 30% on 20th of every month. You will be in a performance review/ probation period for a three (03) months. **Any changes in your salary or Designation is subject to your performance and will be in effect at the time of annual revision done by management.**

You are requested to assume duties on, **10 April 2023** failing which, this offer would automatically stand withdrawn.

You are required to submit the following documents at the time of your joining duties with the firm.

- 1) Three (03) Passport size photograph not more than 6 months old (white background).
- 2) Self Attested Copy and Originals of ID proof (Aadhar Card & PAN Card).
- 3) Self Attested Copies and Originals of SSC, HSC, Graduation certificates.
- 4) Relieving/ Experience letter from the previous employer, if any.

You shall enter into a Service Agreement, Non-Disclosure Agreement and Confidentiality Agreement. The terms of employment incorporated in the appointment letter will be issued to you as and when you report for joining. The above mentioned agreements, along with the terms of employment as set forth in the appointment letter shall govern the employment offered to you.

We welcome you and are delighted that you have chosen to be part of our team. We hope your association with us will be mutually beneficial, pleasant and fulfilling.

Yours sincerely,

For Advenser Engineering Services Pvt. Ltd.



Ashwin S Nair
General Manager



Offer Letter of Employment

To

ANASWARA SREELAKSHMI

It is with great pleasure that I write this letter to offer you the post of HR Associate at NEBULACLOUD TECHNOLOGIES PVT LTD(NCT). The talent, confidence, and determination that we found in you during the interview process was unbelievable. We are sure that you will do a great job handling the duties of the post mentioned above. Joining date is 1/6/2023. Cochin/Chennai Regional is Your Reporting Office. (will confirm on before the Joining date by Management)

Taking the role of an HR Associate,

- Communicating with potential job candidates.
- Contacting candidate references and verifying education listings.
- Managing HR records including, résumés, applicant logs, and employee forms.
- Issuing employment contracts and verifying completion.
- Issuing new employees with enrollment documents.
- Conducting employee orientations.
- Explaining employee benefits.
- Responding to HR-related queries within the company.
- Maintaining employee confidentiality.
- Assisting with the distribution of training material.

Working schedule

This is a full-time position requiring approximately 45 hours per week. Your regular weekly schedule will be [Monday to Friday 09:00-18:00]. Saturday & Sunday are Holiday

Salary

The Company will **pay you a starting salary at the rate of 3.50 Lakhs per year**, payable in accordance with the Company's standard payroll schedule, beginning 1/6/2023 and you will receive your first Salary on [30/6/2023]. This salary will be subject to adjustment pursuant to the Company's employee compensation policies.

Tax withholding

All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.

Bonus

In addition, you will be eligible to be considered for an incentive bonus for each financial year of the Company. The bonus will be awarded based on objective or subjective criteria established by the Company's Chief Executive Officer and approved by the Company's Board of Directors. The determinations of the Company's Board of Directors with respect to your bonus will be final and binding.

Employee benefits

As a regular employee of the Company, you will be eligible to participate in a number of Company-sponsored benefits. The Company offers a comprehensive employee benefits program, including:

1. Vacation policy

You will be eligible for 60 days of paid vacation leave per year. Paid time off is additional to sick days, bank holidays and days that the company does not operate.

2. Private health and dental insurance plan

As all Company employees, you will be eligible for the private health and dental insurance plan we provide. Specific terms and conditions may change upon vendor's decision.

Privacy and Confidentiality Agreements

Privacy Agreement

You are required to observe and uphold all of the Company's privacy policies and procedures as implemented or varied from time to time. Collection, storage, access to and dissemination of employee personal information will be in accordance with privacy legislation.

Conflict of Interest policy

While you are employed at this Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company. By signing this letter of agreement, you confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

Proprietary Information and Inventions Agreement

Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company's standard Proprietary Information and Inventions Agreement.

Termination Conditions

The Company reserves the right to terminate employment of any employee for just cause at any time without notice and without payment in lieu of notice.

The Company will be entitled to terminate your employment for any reason other than for just cause, upon providing to you such minimum notice as required by law.

This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company.

You may indicate your agreement with these terms and accept this offer by signing and dating this agreement by 2/2/2023 and send to mail. Upon your acceptance of this employment offer, NCT will provide you with the necessary paperwork and instructions.

Yours sincerely,
Mrs.Rakhi Vijithkumar
HR & OPERATIONS



Mr. Deepak Denny
Nedumparambil House
Maradu PO,
Kannadikadu- 682304

20th March 2023

OFFER LETTER

Dear Mr. Deepak Denny

Further to our discussions, we are pleased to offer you the post of **Associate Engineer** at Innovature.

Congratulations!

Your annual compensation (CTC) shall be **Rs.2,64,000/- Rupees Two Lakhs Sixty Four Thousand per annum** as shown in Annexure A. Detailed employment terms will be specified in your Employment Agreement that will be provided to you as part of the formal onboarding process.

Your joining date is **17th July, 2023** by 10.00 AM IST, and you shall be based at our **Kochi** office. As discussed, you should be willing to travel, or re-locate on-site if your duties require so.

On the day of joining, you are requested to bring the documents listed in Annexure A (along with photocopies) and sign the formal Employment Agreement specifying your detailed employment terms with Innovature.

Kindly note that this offer is strictly contingent upon satisfactory review of your reference/background checks and validation of any relevant academic / professional credentials. Also, note that your compensation and offer details are strictly confidential between you and Innovature. Disclosing this information to third parties is a violation of Innovature's confidentiality policy and may result in immediate cancellation of this employment offer.

Kindly indicate your acceptance by replying to this by **06th April, 2023**. This offer letter will be deemed to be canceled and voided if received past the above date.

ANNEXURE - A

Compensation Structure

Name	Deepak Denny	
Designation	Associate Engineer	
Date of Joining	17 th July 2023	
Work Location	Cochin	
Earnings		
Components	Monthly	Annual
Basic Salary	₹7,000	₹84,000
HRA	₹2,800	₹33,600
Conveyance Allowance	₹1,600	₹19,200
Special Allowance	₹7,051	₹84,612
LTA	₹700	₹8,400
Gross Salary (A)	₹19,151	₹229,812
EPF	₹840	₹10,080
LWF	₹50	₹600
ESI	₹622	₹7,464
Gratuity	₹337	₹4,044
Employer Contributions (B)	₹1,849	₹22,188
PLC	₹1,000	₹12,000
Other Benefits(C)	₹1,000	₹12,000
CTC (A+B+C)	₹22,000	₹2,64,000
Employee Welfare Benefits		
Estimated Value	Annual	
TLC (after completion of 1 year)	₹60,000	
Lunch Benefit (264 days/year)	₹69,300	
Transportation Benefit (264 days/year)	₹55,440	
Physical Exam Benefit (Annual)	₹10,500	
Learning and Development Benefit (Annual)	₹19,140	
Earned Leave Encashment Benefit (15/year)	₹3,000	
Total Estimated Value	₹2,17,380	

*Earned leave encashment may increase as per the basic salary.

A. Notes:

1. Statutory employee contribution towards PF will be deducted as per the Govt. of India PF guidelines.
2. Eligibility for Gratuity will be as per provisions of the Payment of Gratuity Act Govt. of India.
3. Tax deductions will apply as per provisions of Govt. of India Income Tax Laws.

List of Joining Documents (All items are mandatory)

1. Photo Identity and Address Proof Documents – Original.
2. Academic Credentials – Original.
3. Previous Employment Details -Relieving Letter/s, Experience Letter/s & Latest Pay Slips (last 3 months). – Original.

Offer Letter of Employment

To

KIRAN K

It is with great pleasure that I write this letter to offer you the post of Process Associates at NEBULACLOUD TECHNOLOGIES PVT LTD(NCT). The talent, confidence, and determination that we found in you during the interview process was unbelievable. We are sure that you will do a great job handling the duties of the post mentioned above. Joining date is 1/6/2023. Cochin/Chennai Regional is Your Reporting Office. (will confirm on before the Joining date by Management)

Taking the role of an Process Associates,

Monitoring and analyzing company processes
Keeping a track of any delays and obstacles in the production process
Examining and suggesting production improvements and upgrades
Suggesting cost-cutting measures Inspecting and maintaining production equipment
Scheduling equipment servicing appointments
Assessing and troubleshooting processing issues
Coordinating with the Quality Inspector in streamlining any production flaws
Ensuring that all the production processes meet the health, safety, and industry standards
Creating and maintaining production process reports

Working schedule

This is a full-time position requiring approximately 45 hours per week. Your regular weekly schedule will be [Monday to Friday 09:00-18:00]. Saturday & Sunday are Holiday

Salary

The Company will **pay you a starting salary at the rate of 3.00 Lakhs per year**, payable in accordance with the Company's standard payroll schedule, beginning 1/6/2023 and you will receive your first Salary on [30/6/2023]. This salary will be subject to adjustment pursuant to the Company's employee compensation policies.

Tax withholding

All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.

Bonus

In addition, you will be eligible to be considered for an incentive bonus for each financial year of the Company. The bonus will be awarded based on objective or subjective criteria established by the Company's Chief Executive Officer and approved by the Company's Board of Directors. The determinations of the Company's Board of Directors with respect to your bonus will be final and binding.

Employee benefits

As a regular employee of the Company, you will be eligible to participate in a number of Company-sponsored benefits. The Company offers a comprehensive employee benefits program, including:

1. Vacation policy

You will be eligible for 60 days of paid vacation leave per year. Paid time off is additional to sick days, bank holidays and days that the company does not operate.

2. Private health and dental insurance plan

As all Company employees, you will be eligible for the private health and dental insurance plan we provide. Specific terms and conditions may change upon vendor's decision.

Privacy and Confidentiality Agreements

Privacy Agreement

You are required to observe and uphold all of the Company's privacy policies and procedures as implemented or varied from time to time. Collection, storage, access to and dissemination of employee personal information will be in accordance with privacy legislation.

Conflict of Interest policy

While you are employed at this Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company. By signing this letter of agreement, you confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

Proprietary Information and Inventions Agreement

Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company's standard Proprietary Information and Inventions Agreement.

Termination Conditions

The Company reserves the right to terminate employment of any employee for just cause at any time without notice and without payment in lieu of notice.

The Company will be entitled to terminate your employment for any reason other than for just cause, upon providing to you such minimum notice as required by law.

This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company.

You may indicate your agreement with these terms and accept this offer by signing and dating this agreement by 2/2/2023 and send to mail. Upon your acceptance of this employment offer, NCT will provide you with the necessary paperwork and instructions.

Yours sincerely,
Mrs.Rakhi Vijithkumar
HR & OPERATIONS





Name: M Athikka Anjoom

Email: athikkaanjoom1830@gmail.com

Passport No: U5546305

Dear Athikka,

We are pleased to offer you an internship position with Regent Land Trading and Contracting Services. We believe that your skills and experience make you an excellent fit for our team, and we are excited to have you join us.

Your internship will start on 14/4/2023 and end on 9/6/2023, with a total duration of two months. During this time, you will work closely with our team and gain hands-on experience in our technical department as a software developer.

As an intern, you will be required to work 40 hours per week. We will provide you with any necessary equipment, such as a laptop or software, to perform your duties.

We look forward to working with you and providing you with a valuable learning experience.

Sincerely,

Semil Abbas

Regent Land Trading and Contracting Services



21st October 2022

Offer Letter

Melinda Mary Melchizedek
House No - 8, Sreenagar Lane
Paruthippara,
Trivandrum - 695025

Dear Melinda,

Further to the selection process you had with us, we are pleased to offer you an exciting career with Experion Technologies (India) Pvt. Ltd.

Your formal training period of three months, **Initial Learning Program (ILP)** will start as soon as you complete your current course examinations, and you will be eligible for a **stipend of INR 15,000 per month** during the period. You will have a series of training sessions to undergo during your formal training period which will help you to perform during this period.

Successful completion of the **Initial Learning Program** and submission of **Provisional Certificate of your Graduation** from your Institution/University are the prerequisites to avail **Formal Employment Offer** from Experion.

The general terms and conditions of the **Employment Offer** are as follows:

1. On successful completion of the Initial Learning Program, you shall be appointed on probation for a period of 6 (six) months as '**Associate Software Engineer**' at grade **A1**.
2. Your remuneration on joining Experion shall be **INR 4,00,000/-** (Rupees Four Lakhs) only per annum cost to the company.
3. Your job location shall be either at our **Thiruvananthapuram (Technopark)** or **Kochi (Infopark)** office based on our project requirements at the time of joining the Company.

Experion Technologies (India) Private Limited

Regd.Office: 407, 4th Floor, Thejaswini Building, Technopark Campus, Trivandrum 695581, Kerala, India © info@experionglobal.com 🌐 www.experionglobal.com

Offices in India: Cochin, Infopark SEZ. Trivandrum, Technopark. Bangalore, Brigade Road.
CIN No: U72200KL2006PTC019336



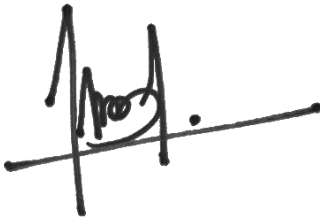
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Driven

You have the option of upgrading to the Elite stream by taking one more round of Programming Test. This selection procedure is optional for you. If chosen, you will be promoted to the Elite batch, with an annual salary of **INR 6,00,000/-** (Rupees Six Lakhs) only per annum cost to the company. If not, you will be part of the Regular stream under the job terms and conditions outlined in the current Offer Letter.

Kindly sign the copy of this letter indicating your acceptance of the above terms and conditions of this offer and return the same (soft copy) to us.

We welcome you to build an exciting career with Experion!

For **Experion Technologies (I) Pvt. Ltd.**,



Jijo Joseph
AGM – Human Resources

I, MELINDA MARY MELCHIZEDEK, acknowledge that I have read, understood, and accept this Offer and other terms and conditions of employment as outlined therein, and agree to send the certificate copies of the qualifying examinations once I receive it from the University.



Signature

23-10-2022

Date

Experion Technologies (India) Private Limited

Regd. Office: 407, 4th Floor, Thejaswini Building, Technopark Campus, Trivandrum 695581, Kerala, India © info@experionglobal.com www.experionglobal.com

Offices in India: Cochin, Infopark SEZ. **Trivandrum**, Technopark. **Bangalore**, Brigade Road.
CIN No: U72200KL2006PTC019336

**Digitally
Driven**

Offer Letter of Employment

To

MUHAMMED ABINAS CA

It is with great pleasure that I write this letter to offer you the post of Process Associates at NEBULACLOUD TECHNOLOGIES PVT LTD(NCT). The talent, confidence, and determination that we found in you during the interview process was unbelievable. We are sure that you will do a great job handling the duties of the post mentioned above. Joining date is 1/6/2023. Cochin/Chennai Regional is Your Reporting Office. (will confirm on before the Joining date by Management)

Taking the role of an Process Associates,

Monitoring and analyzing company processes
Keeping a track of any delays and obstacles in the production process
Examining and suggesting production improvements and upgrades
Suggesting cost-cutting measures Inspecting and maintaining production equipment
Scheduling equipment servicing appointments
Assessing and troubleshooting processing issues
Coordinating with the Quality Inspector in streamlining any production flaws
Ensuring that all the production processes meet the health, safety, and industry standards
Creating and maintaining production process reports

Working schedule

This is a full-time position requiring approximately 45 hours per week. Your regular weekly schedule will be [Monday to Friday 09:00-18:00]. Saturday & Sunday are Holiday

Salary

The Company will **pay you a starting salary at the rate of 3.00 Lakhs per year, payable** in accordance with the Company's standard payroll schedule, beginning 1/6/2023 and you will receive your first Salary on [30/6/2023]. This salary will be subject to adjustment pursuant to the Company's employee compensation policies.

Tax withholding

All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.

Bonus

In addition, you will be eligible to be considered for an incentive bonus for each financial year of the Company. The bonus will be awarded based on objective or subjective criteria established by the Company's Chief Executive Officer and approved by the Company's Board of Directors. The determinations of the Company's Board of Directors with respect to your bonus will be final and binding.

Employee benefits

As a regular employee of the Company, you will be eligible to participate in a number of Company-sponsored benefits. The Company offers a comprehensive employee benefits program, including:

1. Vacation policy

You will be eligible for 60 days of paid vacation leave per year. Paid time off is additional to sick days, bank holidays and days that the company does not operate.

2. Private health and dental insurance plan

As all Company employees, you will be eligible for the private health and dental insurance plan we provide. Specific terms and conditions may change upon vendor's decision.

Privacy and Confidentiality Agreements

Privacy Agreement

You are required to observe and uphold all of the Company's privacy policies and procedures as implemented or varied from time to time. Collection, storage, access to and dissemination of employee personal information will be in accordance with privacy legislation.

Conflict of Interest policy

While you are employed at this Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company. By signing this letter of agreement, you confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

Proprietary Information and Inventions Agreement

Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company's standard Proprietary Information and Inventions Agreement.

Termination Conditions

The Company reserves the right to terminate employment of any employee for just cause at any time without notice and without payment in lieu of notice.

The Company will be entitled to terminate your employment for any reason other than for just cause, upon providing to you such minimum notice as required by law.

This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company.

You may indicate your agreement with these terms and accept this offer by signing and dating this agreement by 2/2/2023 and send to mail. Upon your acceptance of this employment offer, NCT will provide you with the necessary paperwork and instructions.

Yours sincerely,
Mrs.Rakhi Vijithkumar
HR & OPERATIONS



Offer Letter of Employment

To

NAZRIN JAMAL

It is with great pleasure that I write this letter to offer you the post of Process Associates at NEBULACLOUD TECHNOLOGIES PVT LTD(NCT). The talent, confidence, and determination that we found in you during the interview process was unbelievable. We are sure that you will do a great job handling the duties of the post mentioned above. Joining date is 1/6/2023. Cochin/Chennai Regional is Your Reporting Office. (will confirm on before the Joining date by Management)

Taking the role of an Process Associates,

Monitoring and analyzing company processes
Keeping a track of any delays and obstacles in the production process
Examining and suggesting production improvements and upgrades
Suggesting cost-cutting measures Inspecting and maintaining production equipment
Scheduling equipment servicing appointments
Assessing and troubleshooting processing issues
Coordinating with the Quality Inspector in streamlining any production flaws
Ensuring that all the production processes meet the health, safety, and industry standards
Creating and maintaining production process reports

Working schedule

This is a full-time position requiring approximately 45 hours per week. Your regular weekly schedule will be [Monday to Friday 09:00-18:00]. Saturday & Sunday are Holiday

Salary

The Company will **pay you a starting salary at the rate of 3.00 Lakhs per year**, payable in accordance with the Company's standard payroll schedule, beginning 1/6/2023 and you will receive your first Salary on [30/6/2023]. This salary will be subject to adjustment pursuant to the Company's employee compensation policies.

Tax withholding

All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.

Bonus

In addition, you will be eligible to be considered for an incentive bonus for each financial year of the Company. The bonus will be awarded based on objective or subjective criteria established by the Company's Chief Executive Officer and approved by the Company's Board of Directors. The determinations of the Company's Board of Directors with respect to your bonus will be final and binding.

Employee benefits

As a regular employee of the Company, you will be eligible to participate in a number of Company-sponsored benefits. The Company offers a comprehensive employee benefits program, including:

1. Vacation policy

You will be eligible for 60 days of paid vacation leave per year. Paid time off is additional to sick days, bank holidays and days that the company does not operate.

2. Private health and dental insurance plan

As all Company employees, you will be eligible for the private health and dental insurance plan we provide. Specific terms and conditions may change upon vendor's decision.

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Privacy Agreement

You are required to observe and uphold all of the Company's privacy policies and procedures as implemented or varied from time to time. Collection, storage, access to and dissemination of employee personal information will be in accordance with privacy legislation.

Conflict of Interest policy

While you are employed at this Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company. By signing this letter of agreement, you confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

Proprietary Information and Inventions Agreement

Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company's standard Proprietary Information and Inventions Agreement.

Termination Conditions

The Company reserves the right to terminate employment of any employee for just cause at any time without notice and without payment in lieu of notice.

The Company will be entitled to terminate your employment for any reason other than for just cause, upon providing to you such minimum notice as required by law.

This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company.

You may indicate your agreement with these terms and accept this offer by signing and dating this agreement by 2/2/2023 and send to mail. Upon your acceptance of this employment offer, NCT will provide you with the necessary paperwork and instructions.

Yours sincerely,
Mrs.Rakhi Vijithkumar
HR & OPERATIONS





Letter of Intent

February 20, 2023

Nefla Basheer

SCMS School of Technology and Management, Cochin

Dear Nefla Basheer,

We are pleased to inform you that you have been provisionally short-listed for employment as " **Trainee**".

We will keep you posted with respect to the start of the training programme, wherein you will be commissioned to attend the Training Programme at our Hexaware office in **Chennai**.

During the training period you will be entitled for a stipend of Rs.15000/-pm for the period of 3 months and on successful completion of your training you will be paid a salary of Rs. 3 Lac per annum.

You are required to sign a service agreement of 24 Months from the date of joining, in the event of service agreement breakage you will be required to pay a sum of Rs. 2 Lac.

You will receive a formal letter of appointment (on probation basis) with all the terms and conditions post joining the organisation.

As a token of your acceptance, that you have read and understood this Letter of Intent, please countersign, scan and email the document as your confirmation within a week of receiving this letter to campusconnect@hexaware.com

Yours faithfully,

For **HEXAWARE TECHNOLOGIES LIMITED**

A handwritten signature in black ink that reads 'Monica Mathur'.

Monica Mathur

Vice President, Recruitment-India & APAC



HEXAWARE TECHNOLOGIES LTD.

Regd. office: Bldg No. 152, Millennium Business Park, Sector - III, 'A' Block, TTC Industrial Area, Mahape, Navi Mumbai, 400710, Tel. : +91 22 6791 9595, Fax : +91 22 6791 9500
(CIN) : L72900MH1992PLC069662 URL: www.hexaware.com



Reference No. :- Employee reference number:1018

Application ID :- Company Code/Branch Code/Employee Code: TEQ/COC/1018

Dear Anziya Abdul Khader,

Greeting from Teqdad!!!

We are pleased to make you an offer of appointment as **Software Engineer** position in **Teqdad IT Solutions**. You will be placed in Cochin Office of Teqdad IT Solutions.

Following are the terms and condition of the appointment.

Commencement /Terms:

- You shall be required to join our Company on **1st July 2023** .
- You will be on probation for a period of Six months or such extended period as may be decided by the Company based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the firm in writing.

Our Terms & Conditions of Service:

- **Professional Ethics and Confidentiality:** You are not permitted to carry on any business or profession or engage in service or being employed with any other firm, company or person, at any part of time, while you are in the services of the Company. You will devote your whole time and attention to your office work to promote the interest of the Company.


While you are in the services of the Company, you will adhere to the IT security Practice & Procedures and confidentiality as prescribed by the Company.

Any instance/s of violation or any attempted violation of the aforesaid IT Security Practice & Procedures and confidentiality on your part shall result in disciplinary action.

- **Reporting:** You will be reporting directly to Faizal (General Manager). However, your assignments and reporting line may change according to the requirements of the Company.
- **Leave & Work Hours:** Your work time will be from 9am to 5:30 pm every day. Working Days are Monday to Friday. You are also entitled to take 1 casual leave or 1 sick leave every month, upon producing required documents. However, no leaves are permitted during the probation period.
- **Notice Period:** In case you decide to leave the Company during the probation period, you will be required to give thirty days' notice. The Company in its sole discretion can decide to waive off/ reduce the notice period depending upon the exigencies. In such case, you would be required to pay the company the gross salary for the notice period so reduced/waived off.

Teqdad IT Solutions

Yeghna Innovations, 1st floor, BME post office,
parekkat, Chembumukku, Vazhakkala,
Kochi 682021

Ph  8089343343
info@teqdaditsolutions.com

In case you decided to leave the Company's services after confirmation, you will be required to give Sixty Days' Notice. The Company in its sole discretion can decide to waive off/ reduce the notice period depending upon the exigencies. In such case, you would be required to pay the Company the gross salary for the notice period so reduced/waived off.

- **Termination of Employment:** Your services with the company are liable to be terminated without assigning any reason and without giving any notice during probation period at any time during your services with the company in the event of any breach of conditions mentioned in the letter on your part.
 - Any incorrect information furnished by you like:
 - Mismatch in your previous employment data even for a day
 - Mismatch in your previous day slip
 - Fake qualification certificate etc ; and
 - Suppression of any material information by you
 - Any breach of the rules and regulations of the firm as applicable/may be made applicable to you from time to time.

- **Other Important Matters:** Please note that during the course of your services with the company you cannot be a member of any anti-social / national outfits or of any outfit, which is declared as banned by the government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Company.

Please note that while joining the services of the company and during the course of your services with the company, you would be required to notify the firm immediately with details of civil or criminal cases instituted against you in any court of law or any compliant /show cause notice/prosecution with/by any police station or by any statutory authority, as also you will notify any outcome of such compliant like filing of charge sheet/arrest/conviction/acquittal/discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Company.

The company expects resolution of issues relating to your employment, if any, with in the frame work internally, at all times during your service period and even after cessation of service due to any reasons whatsoever. As such please note that any attempt to bring any outside influence –directly or indirectly-upon any authority to further your interest in respect of matter pertaining to your services with the company would amount to breach of employment contract leading to initiation of appropriate action.

Please note that during the course of your services with the company, you will not take part in any demonstration/ agitation against the company and its officials for or on behalf of any external bodies or political outfits either as member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Firm leading to initiation of appropriate action.

General:

- Your appointment and your continuation in employment are subject to reference checks.
- You will be bound by the rules and regulations and confidentiality of the company.
- The company will have the sole right to change your works or assign new works accordingly as per the company needs.
- You will keep us informed of any changes in your residential address and phone numbers.
- You will be personally liable if you bring any damage to the assets of the company.

- You are not permitted to use the assets of the firm for any personal use.

If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter , duly signed by you , within five days of receipt .In case no confirmation is received within the above mentioned period the appointment letter shall be deemed to have been withdrawn.

We welcome you and wish you a fruitful association with Teqdad IT Solutions.

Yours sincerely,

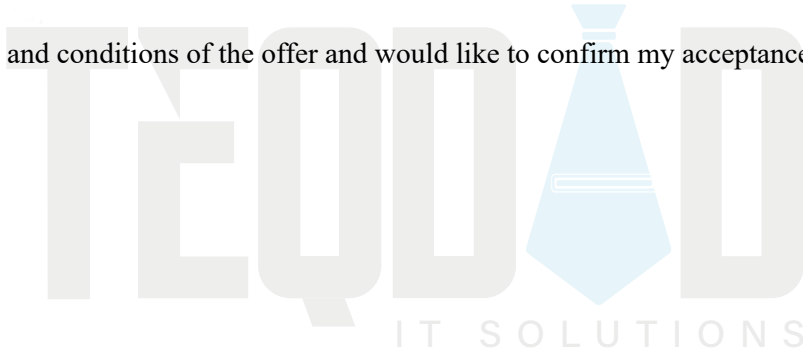
Faizal

General Manager



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

Signature of Applicant.



Remuneration Details		
Name: Anziya Abdul Khader	Branch & Location: Cochin	
Designation: Software Engineer	Date of Joining: 1 st July 2023	
Reporting Manager Name: Faizal		
Particulars		
	Monthly ()	Annual()
Basic Salary	10000	120000
Dearness Allowance	3000	36000
Supplementary Allowance	2000	24000
TOTAL	15000	1,80,000

*Supplementary Allowance will include – HRA, Additional HRA, Conveyance/ Travel Allowance, City Compensatory Allowance, Telephone Reimbursement and any other allowance.

Date:

JOINING FORMALITIES

Please share the below documents immediately

- 3 months pay slips (Latest)/Salary
- Offer letter /Salary revision letter scanned copy/
latest hike letter which shows your current CTC. -
- Soft copy of PAN CARD & Aadhar Card.
- Copy of Form 16 (if available)
- Updated resume
- References of reporting manager (Name & Mobile)
- Current companies HR contact information
(Name & Mobile)



You Are Awesome!

Offer Letter

Six Dee Telecom Solutions

Julia
Julia Anil

Julia Anil

20 February 2023

9605112177

juliaanil2000@gmail.com

Dear Julia,

We welcome you to **Six Dee Telecom Solutions Private Limited**, also known as **6D Technologies**. We are confident that we will build a long and mutually rewarding career together. We believe that it is individuals like you who can along with all of us build a world-class company. The guiding principle behind our endeavour to succeed emanates from three key words - "Bright, Confident and Active".

We sincerely hope that you will grow with us.

COMMENCEMENT DATE

If you accept this offer of employment, we will keep you posted on your date of joining and Point of Contact.

We would like to extend our offer to you to join **Six Dee Telecom Solutions Private Limited**, as **Software Engineer**.

REMUNERATION

During your initial 6 months of training/probation period, your total cost to company will be **INR 240000 per annum**. Details of the salary structure are given in the annexure attached.

Your probation period will be deemed successful after we receive an overall positive feedback on your performance from your respective manager(s). Thereafter, your total cost to company will be revised to **INR 400000 per annum**. Details of the salary structure are given in the annexure attached.

PLACE OF WORK

Your work location will be **Bangalore** office. The Company may reasonably require you to work at any other department/premises of the Company whether existing or which may be set up in the future. In the performance of your duties for the Company, you may reasonably be required to travel, or require you to work throughout and outside India at client/ partner location of the Company.

We look forward to you joining us.

Julia
Julia Anil

Kind regards,
Yours sincerely,

Shweta Singh

Shweta Singh

Manager - Human Resources

For and on behalf of

Six Dee Telecom Solutions Private Limited

OFFER ACCEPTANCE BY EMPLOYEE

I assume that all the information furnished by me during the recruitment process is true and correct.

I, *Julia Anil*, s/o/d/o *Anil V. Kunju*, accept employment with **Six Dee Telecom Solutions Private Limited** under the terms and conditions as set out herein above and undertake to fully comply and abide by the same. I have carefully read and understood these terms with the help of my legal advisor.

Signature *Julia* Date *23/04/2023*
(**Julia Anil**)

Declaration by Employee

I hereby state that Six Dee Telecom Solutions has spent Rs. 200,000 for my internal training required to perform my duties.

I commit to stay with the Company for a minimum period of 2 (two) years, unless my services are terminated by the Company. In case I wish to disassociate myself from the Company before completing 2 years, then I commit that I will pay a minimum amount of Rs. 100,000 (Hundred Thousand Rupees) in lieu of early disassociation with the company. If I fail to do so, the company is not liable to provide me with any employment/experience letters. The above mentioned amount is substantiated by the internal trainings that will be imparted to me. In case I decide to leave within 2 years of joining, this amount will be recovered from me on a pro-rata basis. This amount is waived off once I finish two years with the Company.

I authorized the Company to hold my dues, Service Certificate and Relieving letter in the event till I pay this amount.

Date: 23/04/2023

Name: Julia Anil

Signature: Julia

Annexure to the Declaration by the Employee

Training of an employee on the following list of skills is subject to an individual assigned to a particular team specializing on the skill set listed.

Data Bases	Installation	Network components overview
SQL Basic Queries	Stack and SS7 signalling	List of Six Dee products
MySQL Installation	Sigtran	Over view of each product
Java	configurations	Overloading
Jdk	6d Proprietary	Overriding
Jboss	ProcessManager	OOPS
Tomcat	NetworkMonitor	Exception Handling
Apache	Alarm	Linux
Networking Basics	Miscellaneous	MOROUTER
IP Addressing	SSH	USSD
Subnetting	Putty	Collections
Supernetting	FTP, SFTP and SCP	Threads
Network Entities	VPN and Team Viewer	Streams
Linux/Unix	Wireshark	File Operation
Intro	Toad (MySQL and Oracle)	Socket Chat
Installation	Operators	MCA
Basic Commands	Operator Overloading	MCA Project (BL)
Bash Profile, init.d, cronjobs	Virtual Functions	GWT-Hibernate
Shell Scripting Basics	Exception Handling	Rule Engine
Telecom Basics	Containers	HTML
Entities	GSM Network	JSP
GSM Architecture	Control Flow	AJAX
Dialogic	Arrays & Strings	Javascript
Installation	Pointers & Reference	Servlets
gcss7	Functions	Jquery
gcdemos	Function Pointer	Tomcat
HMP Board	Variables & 6d Convension	Revenue Sumary Report
Installation	Storage Classes& 6D Convension	REPORTS
License Updation	Data Types	Project with Penthaho
SS7 Cards	OOP Concepts& 6D Convension	
Low and High Density	Templates & Function Templates	
config.txt	Solution Suite& Offerings	
system.txt	Intro to GSM	
sccpcfg.ms7	GSM Architecture	

Julia
Julia Anil

SALARY BREAK UP			
PARTICULARS		SALARY PER MONTH	SALARY ANNUAL
EARNINGS			
Basic	40% of Fixed Salary	8000.00	96,000.00
HRA	20% of Fixed Salary	4000.00	48,000.00
Conveyance	Fixed Rs. 1600 p.m.	1600.00	19,200.00
LTC	One month Basic	666.67	8,000.00
Special Allowance	Balancing figure	2769.33	33,232.00
Medical	Fixed Rs. 1250 p.m.	1250.00	15,000.00
TOTAL SALARY		18286.00	219,432.00
ADD: PF Employer Part		1714.00	20,568.00
TOTAL CTC		20000.00	240,000.00
DEDUCTIONS			
PF	Employee Part	1714.00	20,568.00
	Professional Tax	200.00	2,400.00
	ESI	0.00	-
TDS (APPROX) Subject to investment	As per IT Act	0.00	
NET TAKE HOME (APPROX)		16372.00	196,464.00

Julia
Julia Anil

SALARY BREAK UP			
PARTICULARS		SALARY PER MONTH	SALARY ANNUAL
EARNINGS			
Basic	40% of Fixed Salary	13333.33	1,60,000.00
HRA	20% of Fixed Salary	6666.67	80,000.00
Conveyance	Fixed Rs. 1600 p.m.	1600.00	19,200.00
LTC	One month Basic	1111.11	13,333.33
Special Allowance	Balancing figure	7572.22	90,866.67
Medical	Fixed Rs. 1250 p.m.	1250.00	15,000.00
TOTAL SALARY		31533.33	3,78,400.00
ADD: PF Employer Part		1800.00	21,600.00
TOTAL CTC		33333.33	4,00,000.00
DEDUCTIONS			
PF	Employee Part	1800.00	21,600.00
	Professional Tax	200.00	2,400.00
	ESI	0.00	-
TDS (APPROX) Subject to investment	As per IT Act	0.00	
NET TAKE HOME (APPROX)		29533.33	3,54,400.00

Julia
Julia Anil

Offer Letter of Employment

To

THANIMA SAJEEV

It is with great pleasure that I write this letter to offer you the post of HR Associate at NEBULACLOUD TECHNOLOGIES PVT LTD(NCT). The talent, confidence, and determination that we found in you during the interview process was unbelievable. We are sure that you will do a great job handling the duties of the post mentioned above. Joining date is 1/6/2023. Cochin/Chennai Regional is Your Reporting Office. (will confirm on before the Joining date by Management)

Taking the role of an HR Associate,

- Communicating with potential job candidates.
- Contacting candidate references and verifying education listings.
- Managing HR records including, résumés, applicant logs, and employee forms.
- Issuing employment contracts and verifying completion.
- Issuing new employees with enrollment documents.
- Conducting employee orientations.
- Explaining employee benefits.
- Responding to HR-related queries within the company.
- Maintaining employee confidentiality.
- Assisting with the distribution of training material.

Working schedule

This is a full-time position requiring approximately 45 hours per week. Your regular weekly schedule will be [Monday to Friday 09:00-18:00]. Saturday & Sunday are Holiday

Salary

The Company will **pay you a starting salary at the rate of 3.50 Lakhs per year**, payable in accordance with the Company's standard payroll schedule, beginning 1/6/2023 and you will receive your first Salary on [30/6/2023]. This salary will be subject to adjustment pursuant to the Company's employee compensation policies.

Tax withholding

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Bonus

In addition, you will be eligible to be considered for an incentive bonus for each financial year of the Company. The bonus will be awarded based on objective or subjective criteria established by the Company's Chief Executive Officer and approved by the Company's Board of Directors. The determinations of the Company's Board of Directors with respect to your bonus will be final and binding.

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1. Vacation policy

You will be eligible for 60 days of paid vacation leave per year. Paid time off is additional to sick days, bank holidays and days that the company does not operate.

2. Private health and dental insurance plan

As all Company employees, you will be eligible for the private health and dental insurance plan we provide. Specific terms and conditions may change upon vendor's decision.

Privacy and Confidentiality Agreements

Privacy Agreement

You are required to observe and uphold all of the Company's privacy policies and procedures as implemented or varied from time to time. Collection, storage, access to and dissemination of employee personal information will be in accordance with privacy legislation.

Conflict of Interest policy

While you are employed at this Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company. By signing this letter of agreement, you confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

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Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company's standard Proprietary Information and Inventions Agreement.

Termination Conditions

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The Company will be entitled to terminate your employment for any reason other than for just cause, upon providing to you such minimum notice as required by law.

This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company.

You may indicate your agreement with these terms and accept this offer by signing and dating this agreement by 2/2/2023 and send to mail. Upon your acceptance of this employment offer, NCT will provide you with the necessary paperwork and instructions.

Yours sincerely,
Mrs.Rakhi Vijithkumar
HR & OPERATIONS





Letter of Intent

February 20, 2023

Vaishnav Sreekumar

SCMS School of Technology and Management, Cochin

Dear Vaishnav Sreekumar,

We are pleased to inform you that you have been provisionally short-listed for employment as " **Trainee**".

We will keep you posted with respect to the start of the training programme, wherein you will be commissioned to attend the Training Programme at our Hexaware office in **Chennai**.

During the training period you will be entitled for a stipend of Rs.15000/-pm for the period of 3 months and on successful completion of your training you will be paid a salary of Rs. 3 Lac per annum.

You are required to sign a service agreement of 24 Months from the date of joining, in the event of service agreement breakage you will be required to pay a sum of Rs. 2 Lac.

You will receive a formal letter of appointment (on probation basis) with all the terms and conditions post joining the organisation.

As a token of your acceptance, that you have read and understood this Letter of Intent, please countersign, scan and email the document as your confirmation within a week of receiving this letter to campusconnect@hexaware.com

Yours faithfully,

For **HEXAWARE TECHNOLOGIES LIMITED**

A handwritten signature in black ink that reads 'Monica Mathur'.

Monica Mathur

Vice President, Recruitment-India & APAC



HEXAWARE TECHNOLOGIES LTD.

Regd. office: Bldg No. 152, Millennium Business Park, Sector - III, 'A' Block, TTC Industrial Area, Mahape, Navi Mumbai, 400710, Tel. : +91 22 6791 9595, Fax : +91 22 6791 9500
(CIN) : L72900MH1992PLC069662 URL: www.hexaware.com



ABN BUSINESS GROUP

Date: 24/04/2023

Ms. Zujajath A.N.
Adambayil House,
Kuttikkattukara P.O.
Alupuram

Sub: Offer letter

Dear Zujajath A.N.

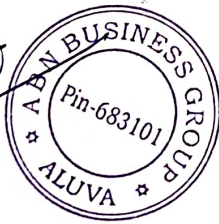
We are happy to offer you an Internship for ABN Business Group for a duration from 25/04/2023 to 24/06/2023. You will work with our team in HR/IT Admin department and gain hands-on experience.

You shall observe all rules and regulations of the company during the tenure. Your working time will be from 9.00 am. To 5.30 p.m. You are required to maintain the highest order of confidentiality with regards to the work or information relating to the company.

Requested to confirm this offer acknowledging acceptance of the same.

With Regards,

P.K. Babu
Partner



VARGHESE & COMPANY

20/146-4&6, Great Lane Road,
Aluva-P. O., Ernakulam.
Phone: 0484-2630444, 6657444
E-mail: info@abnbusinessgroup.com

Brooklyn Associates

20/179-1 & 2, ABN Arcade.
Great Lane Road,
Aluva-P. O., Ernakulam.
Phone: 0484-2630444, 6657444
E-mail: info@abnbusinessgroup.com

ABN BUSINESS GROUP

20/179-4, ABN Arcade.
Great Lane Road,
Aluva-P. O., Ernakulam.
Phone : 0484-2630444, 6657444
E-mail: info@abnbusinessgroup.com

K.K. DISTRIBUTORS

CNC/24/36 E/F/H, Shenois
Near Saktheeswaram Junction,
Cherthala-688524, Alappuzha
Phone: 0478-2815637
E-mail: kkcherthala@gmail.com

PROMPT ENTERPRISES

Kalamassery, Ernakulam
Phone: 8136897944
E-mail: operations.prompteps@gmail.com