



ExlService, Holdings, Inc.

Aug 29, 2023

10 Exchange Place
22nd Floor
Jersey City 07302
New Jersey, USA

+1.201.748.4700

[EXLservice.com](https://www.ExlService.com)

Mr. Adhithya Ranganathan

No.11, Lakshmi Ellam, second cross street,
Aruthra Nagar, Puducherry- 605009

Re: Employment Offer Letter

Dear Adhithya,

We are pleased to offer you employment with ExlService.com, LLC ("EXL" or the "Company"), a wholly owned subsidiary of ExlService Holdings, Inc. ("ExlService Holdings"), as an Sr. Software Engineer. This position will be based out of Chandler, Arizona. We anticipate that your start date will be on or about Thursday, September 14, 2023 ("Joining Date") and expect you to work for the Company beginning on that day, contingent on an approved visa status.

Compensation: Your position is a full-time, at-will, exempt position. The annual salary for this position is \$86,632 USD (Eighty-Six Thousand Six Hundred & Thirty-Two Dollars), payable as per the Company payroll policies. Currently, the payroll periods end on the 15th and LAST day of each month. You can find a copy of the payroll pay schedule on the payroll site once you have received access.

Benefit: As an employee of the Company, you may be eligible to participate in the health, dental, vision, life insurance and disability plans in accordance with the criteria for the applicable plans, which may be amended from time to time. You also will be eligible to participate in the Company 401(k) plan, in accordance with applicable Plan terms. You will become eligible for these plans on the first day of the month following your **date of employment**.

PTO: In accordance with the Company policy which is applicable to US employees, you will be granted up to fifteen (15) days of Paid Time Off, two (2) Floating Holidays, eight (8) Company Holidays and ten (10) Sick Days per calendar year. These days will accrue based on the number of days worked in that calendar year. Any accrued paid time off that is not used by the end of the applicable calendar year will be forfeited or paid out as per the Company payroll policy and applicable State laws. You will have access on and after your Joining Date to the Company leave policy through the Company's intranet and human resources website.

Bonus: For the current performance year, you may be eligible for a discretionary bonus. Your initial performance bonus is prorated based on your date of hire. If your start date is in the 4th quarter (October, November or December) you will not receive a bonus for this performance year. For the following performance year, you may be eligible for a discretionary bonus. All bonuses are contingent on you meeting the goals that will be established upon your joining as well as the Company meeting its performance targets. All bonuses are only payable if you are employed by the Company on and have not given notice of resignation prior to the date of the bonus payment. Bonus payments are subject to the approval of the Holdings' Board of Directors (the "Board") and bonuses generally are reviewed, approved and paid during the March/April timeframe of each year as determined by the Board in its sole discretion. The

bonus program may change at any time with our without notice. Bonus is payable as per Company's Annual bonus policy.

Immigration: ExlService ("the Company") is pleased to sponsor you for a nonimmigrant work visa status in the United States in connection with your employment with the Company. Throughout this process, the Company agrees to pay all reasonable legal fees and costs associated with our nonimmigrant visa petition on your behalf. Due to the inherent uncertainty in the immigration process, it is impossible to presently know the exact total costs of the entire process. However, the Company will maintain a detailed listing of actual fees and expenses incurred throughout the process, which we will provide to you upon request. In return, and as a condition of its sponsorship and payment of those fees and costs on your behalf, the Company requests that you agree to continue your full-time employment for the full duration of the approved nonimmigrant visa petition. Should you voluntarily terminate your employment or should the Company terminate your employment for cause at any time after the Company directs its attorneys to begin the processes of obtaining nonimmigrant work visa status approval on your behalf, you agree to immediately reimburse the Company the actual legal fees and costs incurred as a result of the direct and related processes undergone to obtain the nonimmigrant work visa status approval on your behalf. You will be required to reimburse these costs and fees on a pro-rated basis of the amount time you spent working for the company in nonimmigrant work visa status compared to the total amount of time granted in the nonimmigrant work visa petition. For example, if the petition was approved for three years and you left the company after 18 months of employment, you would be responsible for reimbursing the company for half of all the fees and costs.

Business Expenses: In accordance with the Company's policies and procedures regarding expense reimbursement, EXL will reimburse authorized and proper business related expenses that you may incur in discharging your duties.

Restrictive Covenants and Arbitration Agreement: If you choose to accept our offer of employment, prior to the Joining Date, you will be required to execute certain documentation, including a Non-Competition, Non-Solicitation and Confidentiality Agreement (the "Confidentiality Agreement") and an Arbitration Agreement, copies of which are enclosed herewith for your review. As explained in the Confidentiality Agreement, EXL prohibits employees with whom it safeguards confidential information and/or client goodwill from exploiting that trust by giving a competitor an unfair advantage in the marketplace. The arbitration agreement essentially contains a mutual obligation to submit disputes, should they arise, to binding arbitration, which is generally considered the most efficient means of dispute resolution. Separate from these commitments, you will not be permitted to conduct your own business in competition with EXL, whether during or after working hours. Performance/ Policies and Procedures: On your first day of employment you will be provided with information regarding the Company's policies and procedures. During your employment with the Company, you must use your best efforts to perform faithfully and efficiently the responsibilities and duties assigned to you, and you must comply with the Company's policies and procedures applicable to you.

Outside Employment: Your position is a responsibility requiring your full loyalty and dedication. So that you can do your best, we ask that you do not work for another employer while still employed with EXL. You must always act in the best interests of the Company, EXL and its affiliated group of companies.

Employment-At-Will: The Company policy is that employment is "at will." You are free to leave the Company at any time, with or without notice. The Company also has the right to end your

employment at any time, with or without a reason and with or without notice. Although the Company may choose to end your employment for cause, cause is not required. Further, the Company has the right to manage its work force and direct its employees. This includes the right to hire, transfer, promote, demote, reclassify, layoff, terminate or change any term or condition of employment at any time, with or without a reason and with or without notice unless otherwise required by law.

No one other than an authorized Human Resource representative of the Company may enter into an agreement for employment for a specific period of time or make any agreement contrary to the policy of at will employment. Any such agreement must be in writing and signed by an authorized Human Resource representative of the Company and you.

Miscellaneous: You represent and warrant to the Company that the execution, delivery and performance of this Agreement and the Confidentiality Agreement do not and will not violate the provisions of any other agreement to which you are a party or by which you are bound.

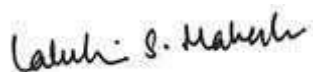
This offer and your employment with the Company is conditioned and contingent upon (1) presentation upon your start date and timely updating of documentation demonstrating that you can work legally in the United States; to fulfill federal identification requirements, on your Joining Date please bring documentation to support your identity and eligibility to work in the United States, (2) successful completion of a reference check, background screening which may include a credit check and drug testing, and (3) you returning signed copies of the Noncompetition, Non-Solicitation and Confidentiality Agreement and the Arbitration Agreement prior to or on your start date.

This Agreement is governed by New York law. You hereby agree that you will not initiate or join in a class action against the Company. This offer letter, coupled with the enclosed Arbitration Agreement and Confidentiality Agreement, comprises the entire scope of your agreements with the Company, and fully supersedes any and all prior discussions, documents, promises, agreements, letters and memoranda regarding this subject matter.

We look forward to working with you and are very excited to have you join the team! Please feel free to contact us with any questions.

To indicate your acceptance of this offer, please review, sign and date this letter in the space provided below. The original signed documents should be hand delivered on your first day or mailed directly to your Human Resource Business Partner, Lakshmi Satyadass, at 10 Exchange Place, Suite 2200, Jersey City, NJ 07302.

Regards,



Lakshmi Satyadass
Human Resources Business Partner